Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 28, 1888.

CURRENT TOPICS.

WE UNDERSTAND that a meeting of the Bar Committee was summoned for Friday (yesterday) to consider the recent proposals of the Solicitor-General.

IT IS ARRANGED that Lord Justice LINDLEY will return to his judicial duties on Monday next. On Tuesday Court of Appeal No. 2 will take interlocutory appeals, instead of on Wednesday. On the latter day Lord COLERIDGE will sit with the court in order to complete the hearing of a part-heard case.

IT IS NOT SURPRISING that the Lord Chancellor should shew some reluctance in responding to the applications made by the members of the Court of Appeal for his assistance in filling the void created by the absence of Lord Justice LINDLEY. The Lord Chancellor is, no doubt, at the present time much occupied with his other duties, and is not unmindful of the inconvenience which would arise should any case which he has heard in the Court of Appeal be afterwards taken to the House of Lords.

ON SATURDAY last Mr. Justice KAY took occasion, in a case of *Re Hall's Settlement Trusts*—in which a petition had been presented, under the Trustee Acts, for the appointment of a trustee and for a vesting order, without specifically mentioning the sections of the Acts under which the application was made—to remark that it was desirable that the recommendation made by the Court of Appeal in a recent case (*ante*, p. 17) should be generally observed, as a great deal of time would be thereby saved. His lordship directed that the petition should be amended by mentioning the sections.

IT WILL BE SEEN from the report in another column that the Court of Appeal has affirmed Mr. Justice NORTH's decision in *Easton* v. *The London Joint-Stock Bank* (31 SOLICITORS' JOURNAL, 812), that fees in the nature of refresher fees to counsel may be allowed on appeals from the Chancery Division, although no witnesses are examined; but with an important qualification as to the meaning of the decision. It is not meant that the taxing master shall allow any fixed and definite sum as a refresher; but simply that he has a discretion to allow an addition—which, according to Lord Justice BOWEN, may be in the shape of a daily allowance—to the fee marked on the brief.

THE RESUMPTION by Mr. Justice STIRLING of his judicial duties on Friday (yesterday), after an absence commencing with the first day of the present sittings, calls attention to the stoppage of business in the Chancery Division caused by even the temporary absence of one of its judges. The existence of the provision that one judge may act for another scarcely meets such a case, because the judge who undertakes part of the duties of the absent one throws back his own work to that extent. Should, unfortunately, a similar occasion recur, it will be worthy of the consideration of the authorities whether one of the judges of the Queen's Bench Division should not be requested to hear witness actions marked both for the judge who is absent and for the judge who undertakes the interlocutory business of the absent one. It may be said, however, that the judges of the Queen's Bench Division are fully occupied with the business of that division, and cannot be spared to help to reduce the Chancery lists. The only reply to be given is to call attention to the mode in which on circuit deputy or temporary judges are provided.

WE PRINT elsewhere the Suitors' Relief Bill of last session, which, it is stated, is to be re-introduced next session, in consequence of Sir E. CLARKE's recent speech, notwithstanding the express warning of the speaker that fusion "cannot be effected by a simple Act of Parliament of two clauses." The Bill, which is backed by Mr. KIMBER, M.P., and nine other members (including a gallant general and a learned doctor) comprises four clauses, which are sweeping enough so far as they go, enabling counsel to act as solicitors, or solicitors to act as counsel: to use the expression of the marginal note, "counsel may practise as solicitors *and vice versâ*"; enabling a suitor to have audience before any tribunal in the United Kingdom "either by counsel or solicitor without being bound to employ both," and enabling counsel, and solicitors acting as counsel, to recover their remuneration and rendering them responsible for negligence. The charming simplicity of the proposal will no doubt be observed. No troublesome details as to a uniform system of education, or as to uniformity in the admittance of the two branches, or in the tribunals administering discipline, or as to the necessity for a certificate for a barrister to act as a solicitor! The two branches are to remain as at present, except that they are each to enjoy the privilege of legalized poaching, with all its accompanying friction and jealousy.

THE CASE OF *Slater* v. *Slater* came before Mr. Justice KAY on the 21st inst. upon an application that the Paymaster should pay to the applicant, who had recently attained full age, £4,397 10s. 3d. Consols and £195 19s. 4d. cash, notwithstanding that these sums had already been paid out under an order of the court. This is the case we recently referred to (*ante*, p. 164), in which the fund had been obtained out of court by means of forgery. Upon this occasion the Solicitor-General appeared for the Treasury, and admitted the liability of the Treasury to replace the fund if the forgery could be strictly proved; and the case stood over for this purpose. There will, it is apprehended, be no difficulty in proving the forgery up to the hilt, and therefore the fund will be replaced. Although such instances as this are fortunately rare, it is satisfactory to know that the Treasury, as the guardian of the funds in court, holds itself liable as a banker to replace any funds abstracted by means of forgery. It will, of course, be the business of the Treasury to bring to justice, if possible, the perpetrators of the offence; but in the meantime the suitor will not be damnified. It is also satisfactory to know that an order for payment of money out of court is so surrounded by precautions that this improper payment could only be procured by means of a series of forgeries.

NOT THE LEAST important part of Sir EDWARD CLARKE's speech was that in which he expressed his view as to the effect of Lord HALSBURY's Land Transfer Bill upon the remuneration of solicitors. We must suppose that a law officer of the Crown is acquainted with the object of a measure introduced by the Lord Chancellor. And this is what the Solicitor-General said at Birmingham, as reported in our columns last week [we can guarantee the accuracy of the report]:—"We hope, and believe, that the changes shortly to be made in the law will greatly simplify all conveyances, and will put an end to a great deal of the work that lawyers now have to do in tracing and verifying titles; and it seems only fair, if a portion of the solicitor's work is abolished by Act of Parliament, that he should be allowed to compete in departments which have hitherto

been closed to him." The view hitherto entertained in many quarters has been that the effect of the passing of the Bill will be, during a considerable period, to increase the profits of solicitors: because it is assumed that on first registrations the solicitor will get his full scale fee in addition to the fee allowed to him in connection with registration. But it is to be observed that not a sign of this appears in the Birmingham speech. According to the Solicitor-General, the effect of the measure will be to inflict serious pecuniary loss on present solicitors. Was the passage we have quoted inspired by any higher authority? If so, our readers will now understand our often-repeated warnings, during the progress of the Bill through the House of Lords, about the probability of solicitors being sacrificed to avoid clamour as to the Land Transfer Office fees, and our repeated suggestions that the Council of the Incorporated Law Society should begin to interest themselves in the question what the remuneration of the solicitor is to be under the Bill. The Lord Chancellor himself, it will be remembered, in his speech at the banquet in the Central Hall, took occasion to condemn the "carping view about men being absolutely regardless of their own interests"; and, after Sir E. CLARKE's blunt avowal of the object of the Bill, we think it is time that the interests of solicitors should be insisted on with a good deal more vigour than they were last session.

THE SOLICITOR-BAITING RULE (R. S. C., 1883, ord. 65, r. 11) came before Mr. Justice CHITTY last week in a case which we report elsewhere, and (as we are informed by a practitioner who was present in court) was cited by the above-mentioned current designation. The learned judge dropped a few remarks on the subject, which, if we may venture to say so, are worthy of the best traditions of the English bench. Our informant does not profess to cite the exact words used, but their substance was as follows:—"Whatever the rule might be called, he (the learned judge) was bound by it, and his only function was to administer justice under it, which imposed on him the obligation to see that justice was done to all parties, *including solicitors*." That, we venture to say, is all that solicitors want, and if the principle thus laid down had been always observed, the rule would never have obtained its epithet. But is justice administered to solicitors when a judge makes charges of grave misconduct against a solicitor whose case is still to be investigated, and who has never been heard in his defence? Is it consistent with any notion of fairness for a judge, while, on his own motion, referring a case to be investigated, to condemn beforehand the very man whose conduct is to be investigated, and to utter remarks to his discredit, which appear in the newspapers all over England? For our own part, we shall do our best to prevent the wrong done to solicitors in this way, by refusing to publish the names of the parties in any case hereafter reported in which a charge against a solicitor under the rule is referred for investigation, or in which the question of such a reference is raised, and we hope that the reporters of the daily papers will follow a similar course. But unfortunately this will not prevent the injury to the reputation of the profession in general which arises from the sweeping observations which are sometimes uttered on these occasions. This is a matter which we must leave the Incorporated Law Society to deal with.

WE ATTEMPTED to shew last week that, while the amalgamation of the two branches of the profession would not be likely to produce any material change from the point of view of the public interest, none of the reasons urged by Sir EDWARD CLARKE were sufficient to shew that the amalgamation would be to the interest of solicitors. We knew that the opinions we expressed were entertained by a large number of solicitors whose experience, soundness of judgment, and devotion to the interests of the profession could not be doubted; but we certainly expected that our view would be questioned by correspondents of perhaps not less weight than the solicitors referred to. Strange to say, however, we have not received a single criticism on our remarks; for we gather from the letter of the able correspondent who writes on the subject this week, that, except as affording a remedy for the way in which solicitors are treated by judges in court, he would deprecate amalgamation. We confess we should be glad to hear the other side; the question is one which ought to be threshed out from the point of view of the interest of solicitors. The only limitation we would venture to suggest on discussion is that it should be *practical*. It is no use considering the matter in the abstract or from the point of view of a debating society, for the facts must be faced. There must be taken for granted, in the first place, an old country with an ancient division of functions between two branches of the legal profession; one branch hitherto enjoying a monopoly of advocacy in the superior courts, therefore necessarily familiar with the practice of advocacy and the technicalities of procedure, and necessarily known to the public as advocates; largely composed of men of keen intellect, well trained by the highest education the country offers; possessing in many cases influential connections, and, speaking generally, associated in interest and class with the judges and the persons in whose hands patronage lies. In the next place, it must be taken for granted that, owing to certain recent changes, it is open to any solicitor who thinks that he possesses the qualifications requisite for success at the bar to pass into the ranks of the bar by fulfilling certain requirements, which, if not yet so easy as may be considered desirable, yet are, as compared with former requirements, extremely light. Under these circumstances, is it for the interest of solicitors of the present generation to promote a measure for the amalgamation of the two branches? Observe, we say "for the interest of solicitors *of the present generation*," for we imagine that no present solicitor will care to run a serious risk for the benefit of an unknown generation. Looking at the problem as thus stated, let us see what one practical result of amalgamation may possibly be. Members of the bar who happen to be already well known as advocates may associate in partnership with themselves a junior or two, and one or two solicitors to transact the ordinary work of a solicitor. Thus, let us say, there may be a large firm of Sir CHARLES RUSSELL & Co. in Newcourt, Lincoln's-inn, composed of the eminent leader, one or two junior barristers, and one or two experienced and skilful solicitors. Anyone who wants to have the eminent leader in his case will naturally, perhaps necessarily, have to go to his firm, who will do every particle of the work, from beginning to end of the case. Consider the effect of this state of things—the example being followed by other leaders—on the interest of solicitors as a body. At present a solicitor is selected because the client has confidence in his skill and experience in the conduct of the solicitor's part of the litigation, and the client expects that the solicitor will retain for him able and experienced counsel to conduct his case in court. Every solicitor but too well knows the anxiety of clients to get as their counsel men well known as advocates. But, under the new order of things, if the client wants such a man, he will get his solicitor's work done by the firm of which he is the head. So long, therefore, as the present generation of advocates lasts, there would be a system of huge monopolies of court work; and, remember, the junior barristers in Sir CHARLES RUSSELL & Co. would be likely to come into prominence as advocates in consequence of such monopoly, and, when the eminent head retires, would succeed to his position. But it may be said that the present leaders of the bar would not adopt this course. Why not? Their work would be facilitated, their juniors and solicitors being always at hand and always ready to help, while their profits would be largely increased.

THE RECENT CASE of *Reg.* v. *Poulter* (20 Q. B. D. 132) is a very important one upon the construction of the Lands Clauses Act. The claimants were lessees of warehouses under a lease which they had themselves, shortly before their claim, determined, but which, if they had not so determined it, would have run for about fourteen years from the date of the claim, the reason for the determination being that a railway company, under statutory powers, had begun to construct warehouses which, when completed, would inevitably obstruct the light of the claimants. A divisional court held that the claimants could recover compensation, on the footing that they had been deprived of the enjoyment of their premises for fourteen years, but the Court of Appeal has reversed this decision on the grounds (1) that the lease had been determined by the claimants' own act, so that their loss of it could not be said to be the natural result of the exercise of the statutory powers; and (*per* FRY and BOWEN, L.JJ.) (2) "that the claimants could not recover compensation in respect of an injury which was merely

prospective, and which did not exist at the time of making the claim." As far as the first ground goes, the decision seems to be correct—at any rate, we do not propose to criticize it; but the second ground we cannot but think to be incorrect. It has been held many times that compensation can be given for a prospective increase in the value of land. Thus in *Reg.* v. *Brown* (15 W. R. 988, 2 Q. B. 63) it was held that the fact that land was valuable for building purposes ought to be taken into account, and *Ripley* v. *Great Northern Railway Co.* (23 W. R. 685, 10 Ch. 435) is to the same effect. Similar opinions have been expressed by COCKBURN, C.J., in *Croft* v. *London and North-Western Railway Co.* (11 W. R. 360, 3 B. & S. 436); by BRAMWELL, L.J., in *Stone* v. *Mayor of Yeovil* (25 W. R. 240, 2 Ch. D., at pp. 111, 113); and by Lord WENSLEYDALE, in *Caledonian Railway Co.* v. *Lockhart* (6 Jur. N. S. 1314). We observe that FRY, L.J., in commenting on *Crofts' case* and on *Lockhart's case*, in *Reg.* v *Poulter*, distinguishes them on the ground that they turned upon the construction of special agreements, and so, to a certain extent, they did; but the opinions of the judges upon the general principles are well considered and fully expressed, and have, we believe, been always understood to be good law. We are aware of the distinction drawn in an early part of the judgment in *Reg.* v. *Poulter* between "future injury" and "future damage for past injury," but we confess we fail to understand it, or to see its applicability to the case before the court. It is satisfactory to observe that, Lord ESHER having based his judgment on the first ground only, the judgment of FRY and BOWEN, L.JJ., which proceeded on both grounds, is not, as far as the second ground is concerned, technically binding as an authority.

PURCHASE BY A COMPANY OF ITS OWN SHARES.

THE House of Lords has finally decided in *Trevor* v. *Whitworth* (36 W. R. 145, 12 App. Cas. 409) that in no case and under no pretext can a company purchase its own shares. Considering the importance of the question, and the strong reasons which a company, or its shareholders, can often find for effecting such an operation, it is not surprising that there should have been a certain conflict in the cases, but there has been all the time a strong current of opinion in what is now decided to be the right direction, and it is certainly not difficult to follow the reasoning by which the above result has been arrived at.

The first case which threw doubt upon the subject was that of *Phosphate of Lime Co.* v. *Green* (7 C. P. 43). There the directors were, by the articles of association, expressly prohibited from buying their own shares; nevertheless they agreed to take a transfer of shares from certain shareholders who were indebted to them, in consideration of the company relinquishing their claim, and this was, of course, in effect a purchase of the shares. Subsequently the rest of the shareholders ratified the arrangement (so the court held), by acquiescence and upon this ground it was upheld. The case must now, however, be regarded as of no authority, being in fact overruled by *Ashbury Railway Carriage and Iron Co.* v. *Riche* (24 W. R. 794, 7 H. L. 653). According to this case a transaction which is not authorized by the memorandum of association is not only *ultrá vires* of the directors, but also of the whole company, and is, therefore, incapable of subsequent ratification. So far, moreover, as the case may be said to establish the possibility of a purchase of shares being under any circumstances valid, it must be taken to be overruled by the later decisions.

The next doubt was raised by an unfortunate remark of James, L.J., in *Teasdale's case* (22 W. R. 286, 9 Ch. 54). That was a case of surrender of shares, the old shares being given up in exchange for new ones, and as the transaction was *bonâ fide*, it was upheld by the court. But in the course of his judgment the Lord Justice went beyond the immediate circumstances, and said, "There is no doubt that a company may give itself power to purchase its own shares, to take surrenders of shares, and to cancel the certificates of shares" (p. 58). However, in the subsequent case of *Hope* v. *International Financial Society* (25 W. R. 203, 4 Ch. D. 327) he found it necessary to admit that this might have been too wide a deduction from the cases which he was then referring to, and that it was certainly not necessary for the decision of the case in question.

In the case last mentioned the matter first began to be put upon a correct footing. It was seen by Bacon, V.C., that the effect of a purchase of shares must be to diminish the capital of the company, and as the conditions under which this might be done have been very clearly laid down in the Act of 1867, he declined to recognize that any other means of doing this could be permitted. "The law I take to be plain, and covered by many decided cases, that it is not competent to a company to take the moneys which have been subscribed for its capital for the purpose of buying up the shares of that company." It must be noticed that the case was a very strong one. The capital of the company consisted of 150,000 shares, half paid up, and the company, by a special resolution, authorized the directors to employ its assets in purchasing any number of shares not exceeding 100,000. When the case came before the Court of Appeal, James, L.J., besides withdrawing his *dictum* in *Teasdale's case* as we have already seen, also pointed out a dilemma, of which much use has since been made, "Either this is a purchase of shares in the sense of trafficking in shares, which is a purchase not authorized by the memorandum of association, or it is an extinguishment of shares, and, therefore, a reduction of the capital of the company." The same points were taken up and strongly urged by the present Master of the Rolls. As to the former, he remarked that if it was intended to re-issue the shares, they were, in fact, bought for the purpose of selling them again, and this must be regarded as trafficking in them. Of course such trafficking might not be continuous; but this would be immaterial if no trafficking at all was authorized by the memorandum. For this it is enough to refer to *Ashbury Railway Carriage and Iron Co.* v. *Riche* (*suprà*), where one transaction of a kind unauthorized was declared invalid.

The matter would probably have been regarded as settled but for *Re Dronfield Silkstone Coal Co.* (29 W. R. 258, 17 Ch. D. 76), in which the Court of Appeal allowed an exception to the rule under the peculiar circumstances of the case. Here the directors were specially authorized by the articles to purchase shares, and they exercised this power in order to get rid of a large shareholder with whom disputes had arisen. The company was entered in the register as the holder of the shares, and it was for some time prosperous. Subsequently, however, it fell into difficulties, and upon an order being made to wind it up, the liquidator applied to have the shareholder placed on the list of contributories. As to this application, no doubt was entertained by Jessel, M.R. He regarded it as contrary to the purview of the whole Act for a company to be a member of itself, and he further considered that any purchase of its own shares was a diminution of capital, and that this could only be effected under the provisions of the Act of 1867 and the later Acts. He was, indeed, met by the difficulty that a forfeiture and a surrender of shares were equally a diminution of capital. As to forfeiture the reply was easy, it is expressly contemplated by the Act. As to surrender he was not so clear. Where it was only effected as a shorter method of forfeiture it would be good; where it was accepted upon payment of money by the company it would be in fact a purchase, and therefore bad. But upon the cases within these limits he pronounced no opinion. Moreover, he did not refer to a point upon which much stress has been subsequently laid, that in a purchase of shares a company actually parts with paid-up capital, while in an ordinary surrender it only loses a claim upon the shareholder for unpaid calls, which, in order to justify the surrender, must be assumed to be worthless.

When the case came before the Court of Appeal another view prevailed. The first point of difference related to the clause in the articles which had been held by Jessel, M.R., to authorize a general trafficking in shares, and which was therefore invalid as going beyond the memorandum. This construction, however, was not adopted; though the clause did in terms authorize the purchase and resale of shares—providing, indeed, for any profit that might arise on such resale—yet such purchase was not meant to be effected for the sake of the profit, nor to take place continuously as a matter of business; but the power was only to be used occasionally, when it might be for the benefit of the company that a particular person should cease to be a member. It being thus held possible for a purchase of shares to take place, there remained the other difficulty as to the diminution of capital. But this was dealt with very shortly on the ground that, if no diminution of capital could be effected, then a forfeiture and surrender of shares would be equally impossible. Of course, the decision was not meant to authorize all purchases of shares, but only such as were *bonâ fide* meant to further the objects of the company; but, even

as thus limited, it is now overruled. At the same time, it has been pointed out that, so far as the shareholder in question was concerned, the decision could probably have been supported upon the ground of the intervening transactions, and upon the want of any equity upon the part of the liquidator to upset an arrangement which had been followed by prosperity in the company, and which had been so long acquiesced in.

But the matter has now been settled by the House of Lords in *Trevor* v. *Whitworth* (*suprà*). All the previous cases were carefully examined and decisions given upon the various points alluded to above. So far as it had been maintained that the purchase was incidental to the objects of the company, the Law Lords were quite clear that such a contention had no weight. They adopted the view that a company could not be registered as a member of itself, and, further, that if it wanted either to get rid of troublesome members, *e.g.*, where it wishes to overcome opposition, or to keep the shares in the hands of particular persons, as where it is really a family business, the proper way to do this was to find others who were willing to buy shares, and not, by doing so itself, to diminish the paid-up capital, to which creditors naturally looked for payment of their debts. Referring to the dilemma stated by James, L.J., in *Hope* v. *International Financial Society* (*suprà*), they adopted this as decisive of the question, and rejected the exception to it allowed in *Re Dronfield Silkstone Coal Co.* (*suprà*). A single purchase with a view to a re-sale constituted a trafficking in shares, whatever might be its object, and would therefore be outside the memorandum, while, if there was to be no re-sale, the resulting diminution in the capital of the company would be invalid as not being effected in accordance with the statute relating thereto. Great stress was laid upon the fact that a purchase could only be effected by reducing the paid-up capital, and that the shareholders thus bought off might actually compete with the creditors of the company for the money which they themselves had paid up on their shares, and it was pointed out that the creditors had a right to assume that the paid-up capital would remain intact save in so far as it might be spent or lost in carrying on the business of the company.

It only remained to consider the point put by Cotton, L.J., that if no diminution of capital were allowed, a forfeiture and a surrender of shares would be alike impossible. Upon this a distinction was drawn between paid-up capital and nominal capital. A purchase of shares diminishes the former, a surrender or forfeiture only the latter. Moreover, forfeitures are expressly contemplated in section 26 of the Act of 1862 and in the regulations of Table A. (17—22). As to surrenders there is more difficulty. We have noticed above that they may be equivalent to forfeitures, and then they are clearly good, while if they are equivalent to a sale, then, upon the ground that they diminish the paid-up capital, they are clearly bad. The House, however, followed Jessel, M.R., in *Re Dronfield Silkstone Coal Co.* in declining to decide upon the validity of surrenders falling between these two limits. But while this point remains doubtful, the main portion of the decision is clear and decisive, and it will be impossible henceforth to uphold any dealing in the shares of a company which is in effect a purchase of them by the company on its own behalf. In laying down the rule thus generally, we assume the correctness of Lord Macnaghten's *dictum*, that not even the memorandum of association could give any such power—a *dictum* which seems abundantly justified by the reasons governing the whole decision, and which was very clearly put in his judgment.

On Wednesday last Messrs Edwin Fox & Bousfield, at their share sale, disposed of a large quantity of shares in various legal insurance companies. The result of the sale was as follows:—The Law Union Fire and Life Insurance Company, 895 £10 shares (12s. per share paid), realized 4½ to 4¾. The Law Fire Insurance Society, 70 £100 shares (£2 10s. paid), realized 16½ to 17½. The Equity and Law Life Assurance Society, 5 £100 shares (£6 paid), realized 24¼. The Legal and General Life Assurance Society 5 £50 shares (£8 paid), realized 13¾.

A committee of the judges, consisting of Lord Coleridge, Lord Esher, Lord Justice Lopes, Baron Huddleston, and Justices Cave, Mathew, Smith, and Charles, sat at the Royal Courts of Justice on Wednesday morning, and were engaged several hours discussing the new circuit arrangements. It is stated to have been decided that after the ensuing Winter Assizes, the practice of sending one judge alone to certain towns shall be discontinued, and that two judges shall in future always attend each assize town.

CORRESPONDENCE.

THE AMALGAMATION OF THE TWO BRANCHES OF THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As this subject will doubtless be discussed in your columns, will you allow me to suggest a consideration, not noticed in Sir Edward Clarke's speech, in favour of the amalgamation he supports?

I refer to the hope and expectation I entertain that, when barristers and solicitors are put on the same footing, even to the extent of right of advocacy, it will give a solicitor the privilege of justification or explanation in court, when a judge charges him with improper conduct. At present, however mistaken or unjustifiable a judge's remarks may be against a solicitor, he is absolutely powerless to defend himself.

I am willing to believe that many of the observations made by the judges against solicitors (I, of course, do not refer to such cases as the Incorporated Law Society take up, where a solicitor seldom gets punished more than he deserves) are the result of momentary irritation or insufficient information, but such observations are, to a sensitive man, innocent of the imputations made against him, a source of pain and shame it is difficult to overcome.

If a solicitor, under a new *régime*, will be allowed to expostulate or explain, when he has grounds for so doing, against unjust remarks of a judge pointed against him, much will be gained, and a change many of us would otherwise deprecate will be welcomed.

I need scarcely remind your readers that any denial, much less justification, now addressed by a solicitor to a judge simply leads to a command to "Hold your tongue, Sir!" "Sit down, Sir!" or even a committal for contempt of court. Contrast this with some of the biting reproofs most of us have heard administered to judges by counsel, in circumstances of much less aggravation, and the meekness with which such reproofs have been accepted. M.

THE CHANCERY REGISTRARS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—What are the functions of a registrar in chancery? Is it part of his duty to rehear applications upon which orders have been made by the judge and to investigate and object to the evidence or want of evidence upon which an order is made? Experience has hitherto taught us that his duties are much more limited, but, judging from the everyday troubles of a practitioner, it would appear otherwise. On behalf of myself and fellow-practitioners, I protest against registrars arrogating to themselves the functions of a judge, and I protest even more strongly against the delay in drawing up orders in the Chancery Division caused by the usurpation of those functions. It is a matter of constant and repeated complaint among practitioners, and is becoming unbearable. The younger registrars are especially responsible for this. Apart from their ordinary duties (which may or may not be heavy), these gentlemen must be fully occupied in discovering imaginary mistakes by the judges, endeavouring to settle disputes thereon with the practitioners, and, failing to convince them, appealing personally to the judge upon their own peculiar *dicta*. This is getting very wearisome, and ought to come to an end. It is not the province of a registrar to question orders, but to settle them upon the evidence produced to the judge. If the registrar would strictly confine himself to his duties it would cause less irritation to the practitioner, injury to the applicant, and unnecessary delay. A useful lesson might be given to these young gentlemen which may result in better feeling between registrar and practitioner than at present exists. H. S. H.

REQUISITION AS TO INCUMBRANCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The practice of answering whether a vendor or his solicitor is aware of any undisclosed incumbrance, was, as it is well known, put an end to by *Re Ford and Hill* (27 W. R. 311, 10 Ch. D. 365). Messrs. Elphinstone and Clark, in their recent work on Searches, speak of it as "the very convenient practice."

Might it not, to some extent, be restored by the insertion, in conditions and contracts for sale, of the following clause?:—"The vendor undertakes, if required, to reply definitely and without evasion, to the following requisition on title:—'Is the vendor or his solicitor aware of any judgment, execution, *lis pendens*, crown debt, annuity, terminable charge, mortgage, or other incumbrance, affecting the property, or any part thereof, and not disclosed by the abstract?'"

In small transactions especially, searches are very burdensome; and in many instances a straightforward answer to such a requisition would practically suffice. F. STROUD.

2, New-court, Lincoln's-inn, Jan. 25.

[*Qu*, Would it absolve the solicitor from negligence?—ED. *S.J.*]

SOLICITORS AS LAND AGENTS AND AUCTIONEERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Although it is not exactly pertinent to the subject of the letter from "One of the Public" (who seems to be uncommonly well informed for a layman), from a professional point of view the following extract from the prospectus of the City of London Law Library, now in course of formation, will, perhaps, not be uninteresting to your correspondent and others:—

"It is further proposed to keep a members' register of mortgages wanted and offered, capital sought and offered for businesses, legal or otherwise, partnerships sought, and so on, thus securing to members the commission which often falls to mortgage brokers, auctioneers, and other agents."

HERBERT M. LOW,
Hon. Sec. City of London Law Library.
12, Bread-street, Cheapside, E.C., Jan. 25.

CASES OF THE WEEK.

COURT OF APPEAL.

WILSON *v.* GLOSSOP—No. 1, 23rd January.

HUSBAND AND WIFE—ADULTERY OF WIFE—CONNIVANCE OF HUSBAND—WIFE TURNED OUT OF DOORS—LIABILITY OF HUSBAND FOR NECESSARIES SUPPLIED TO WIFE.

This was an action in the Sheffield County Court to recover £40 for forty weeks' maintenance of the defendant's wife. The defendant's wife committed adultery, and the defendant thereupon turned her out of doors without any means of support. She went to her mother, the plaintiff, who supplied her with board and lodging. The defendant filed a petition for divorce, and on the trial of the petition the jury found that the wife had committed adultery, but that the defendant had connived at it. The petition was accordingly dismissed. The plaintiff brought this action, and the defence set up was the adultery of the wife. The Divisional Court (Mathew and Cave, JJ.), reversing the judgment of the county court judge, held that the defendant's connivance precluded him from relying upon this defence: 36 W. R 77, 19 Q. B. D. 379.

THE COURT affirmed this judgment. Lord ESHER, M.R., said that the plaintiff must be taken to be in the position of a stranger who had supplied necessaries to the defendant's wife. The defendant, according to the verdict of the jury in the Divorce Court, had connived at—that is, had been a willing accomplice in—his wife's adultery. The argument on his behalf necessarily went to this extent, that if he had forced his wife to commit adultery and had lived on the wages of her prostitution, he could for that very adultery throw her on the streets without any means of support and without being liable for her maintenance. Nothing could induce his lordship to say that such was the law of England except a superior authority binding upon that court. There was no such authority nor any vestige of such an authority. The defendant was therefore liable. FRY, L.J., said that if a husband turned his wife out of doors for any cause not justifiable in law, she carried with her a right to pledge his credit for her maintenance. It would be both morally and socially abominable to hold that adultery committed with the connivance of the husband was a sufficient justification for his turning his wife out of doors without any means of support. There was, therefore, no justifiable cause here, and the defendant was liable. LOPES, L.J., said that it was clearly laid down by Bayley, J., in *Montague* v. *Benedict* (2 Sm. L. C., 9th ed., at p. 507), and by Lush, J., in *Eastland* v. *Burchell* (27 W. R. 290, 3 Q. B. D. 432), that if the wife was turned away by her husband without justifiable cause and without any means of support, she had power to pledge her husband's credit for necessaries suitable to her station. The defendant here was an assenting party to his wife's adultery, and the adultery committed under such circumstances was no justification for his turning her away.—COUNSEL, *H. Reed; Moorsom*, Q.C., and *Cyril Dodd*. SOLICITORS, *Munton & Morris*, for *Parker & Brailsford*, Sheffield; *Hickin, Graham, & Fox*, for *W. J. Clegg & Sons*, Sheffield.

SHRAPNEL *v.* LAING—No. 1, 11th January.

COSTS—COUNTER-CLAIM—EVENT—R. S. C., 1883, LXV., 1.

This was an action for breach of contract, in which the defendant counter-claimed £80 for work done under the contract. At the trial an agreement was come to between the parties, and was indorsed on the briefs of counsel in the following terms:—"By consent, verdict for plaintiff for £50 on claim, and for defendant for £80 on counter-claim. Costs as in ordinary practice on trial by jury with such result. Judgment accordingly." On this the taxing master gave the plaintiff the general costs of the action, and gave the defendant only the costs of the issues on which he had succeeded. A divisional court (Stephen and Charles, JJ.), refused to direct a review of taxation, and the defendant appealed, contending that the costs must follow the event of the action, and that the event was arrived at by striking a balance of the amounts recovered, which left a sum of £30 in favour of the defendant. The judgment, therefore, should have been entered up as judgment for the defendant for £30, with costs of action to be taxed; the plaintiff to have all such costs as related to his £50 only.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.), having taken time to consider their judgment, dismissed the appeal. Lord ESHER, M.R., said that the party asking for a review of taxation must shew that he had taken objections to it, and by those objections he was bound. The judgment had been entered according to the terms arranged by counsel and indorsed on their briefs. It was immaterial for the purposes of taxation how the judgment had been entered. Whether in such a case the judgment should be entered separately for the plaintiff on the claim and for the defendant on the counter-claim, or whether it should be entered for the defendant for the balance due to him on claim and counter-claim, was a matter for the discretion of the judge under ord. 21, r. 17. Unless there was reason to the contrary, the usual course would be for the judge to direct it to be entered for the balance. But, however the judgment was entered, the rule as to the taxation of costs was the same. In such a case the claim with its issues was really a cause by itself, and the counter-claim with its issues was a separate and independent cause. They were really cross-actions founded on different circumstances, and very often arising out of totally different transactions. The taxation of the costs must therefore be conducted on this footing. The costs of the claim must be taxed as if the claim were a cause by itself. If the plaintiff had succeeded on the claim, but had failed on some of the issues raised by it, he would be entitled to the general costs of the claim, and the defendant would be entitled to the costs of those issues on which he had succeeded. Where, as in this case, there was a wholly independent counter-claim, on which the defendant had succeeded, the defendant would be entitled to the general costs of the counter-claim, less the costs of any issues raised by it on which he had failed and the plaintiff (who was the defendant in the counter-claim) had succeeded. The allocatur of the taxing master would therefore shew this, and it would shew either that the costs of the claim had exceeded those of the counter-claim, or *vice versâ*. The objection taken to this taxation had been that, as the defendant had obtained a larger sum on the whole than the plaintiff, he was entitled to the general costs of the action. That contention was wrong. FRY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *H. F. Boyd; Henry Kisch*. SOLICITORS, *Henry F. Kite; Harding & Co.*

BORTHWICK *v.* THE *EVENING POST* (LIM.).—No. 2, 23rd January.

TRADE NAME—INFRINGEMENT—NAME OF NEWSPAPER—INJUNCTION.

This was an appeal by the defendants against an order of Kay, J., restraining them by perpetual injunction from publishing, selling, or advertising for sale any newspaper by the name of the *Evening Post*, or by any other name calculated to induce the public to believe that such newspaper was an edition of the *Morning Post*, which was a morning newspaper belonging to the plaintiff. The defendants had recently commenced publishing an evening newspaper under the title the *Evening Post*. The printing of the name and the general typography of the paper resembled that of the *Morning Post*, and the shape was the same, but the size and number of columns of the letterpress were different. The reason for the adoption of the title given by the editor of the *Evening Post* was, that there existed in New York a paper so-called, which was a general and financial newspaper of the highest standing, and conducted on much the same lines as those on which it was proposed to conduct the *Evening Post*. The plaintiff did not publish any evening edition of his paper.

THE COURT (Lord COLERIDGE, C.J., and COTTON and BOWEN, L.JJ.) reversed the decision. Lord COLERIDGE, C.J., said that there was evidence that as many as twenty applications (but no more) some before and some since (the exact proportion of the twenty made before and since the publication of the paper was not ascertained) had been made at the office of the *Morning Post* for copies of the *Evening Post*. The argument was not put upon that, but it was put somewhat in this way:—That the *Evening Post* was the natural name for the *Morning Post* if it issued an evening edition, and that anybody who saw the *Evening Post* advertised, if he looked at it carelessly and did not observe where it was published, or inquire where it was published, might not unnaturally come to the conclusion that it was an evening edition of the *Morning Post*, and that, being an evening edition of the *Morning Post*, it was issued under the authority of the *Morning Post*, and would be conducted by the same persons as the *Morning Post*, and would represent the general opinions of the *Morning Post*, and that persons who took the evening paper under the impression that they were taking something issued by the writers or editors or staff of the *Morning Post* would, or might be, so annoyed and displeased with what they saw in the former paper that they would discontinue their support of the *Morning Post*, and that, therefore, the proprietor of the *Morning Post* would be injured. All that, no doubt, was conceivable, but it was only conceivable; and such a damage was not one that, so far as he was aware, had ever yet been made the ground for interference on the part of this court. His lordship thought the plaintiff's case could only be put upon the ground that the assumption of the name of the *Evening Post* was intended by the takers of it, and might by reasonable people be supposed, to indicate a connection between the two papers, and that there would be an attempt on the part of the defendants to trade under the colour of the *Morning Post*, and to take advantage of the benefits which the connection might be supposed to give to the new paper. If it were made out clearly, not only that such a thing might happen, but that there was any ground for supposing that it had happened, that might be a ground for the interference of the court. But there was no evidence that a single copy less of the *Morning Post* has been sold than would have been sold if the defendants had not acted as they had. Under these circumstances there was not enough to warrant the interference of the court by injunction. The judgment of Kay, J., must be reversed, but the defendants must pay their own costs. COTTON, L.J., said that the question in such a case was thus stated by Lord Eldon in *Hogg* v. *Kirby* (8 Ves. 225):—"I shall state the question

to be, not whether this work is the same, but, in a question between these parties, whether the defendant has not represented it to be the same." In the present case the question was, not only whether the defendants had represented their paper to be the same as the plaintiff's, but whether the public would not understand it to be a paper or edition of the plaintiff's, not the same as the *Morning Post*, but that it was issued by the owner of the *Morning Post*, and connected with the *Morning Post* in such a way as to damage or prejudice the owner of the *Morning Post*. The two publications could not be called competing publications; the one was a morning paper, the other was an evening paper; and, although at one time the *Morning Post* did publish later editions, it did not publish any evening paper, but only published from time to time late editions of the paper entitled the *Morning Post*, but published later in the day, at the time when the evening papers begin to be issued. It could not be suggested that anyone could, in consequence of the representation contained in the title *Evening Post*, understand that to be in competition with, or that it would interfere with, the sale of the *Morning Post*. The argument was that this would be the natural name for the *Morning Post* to take if it published an evening paper. That was probable, but there was no suggestion that the *Morning Post* had really intended to publish an evening paper, and the question was, assuming that the name of *Evening Post* could be understood by some persons to be connected in some way with the *Morning Post*, could it be said that there was any reasonable prospect of damage or injury to the *Morning Post*? There was only the name. The papers were not alike; the get up was different, and there was nothing, except the name of *Evening Post*, which could be considered as a suggestion that it was connected with the *Morning Post*. In order to justify the court in granting an injunction, it ought to be satisfied that there probably would be injury to the pocket of the plaintiff. There was only a suggestion of possible injury, and the court ought not to act on that. In order to justify the granting of an injunction, there must be evidence of a reasonable probability that there would be injury to the party complaining. Bowen, L.J., thought the case one upon the line. But in order to succeed the plaintiff must make out that the title *Evening Post* was calculated to deceive people into the belief that the paper was published by the *Morning Post*, and in a way likely to injure the *Morning Post*. It might be that the title was taken to deceive the public without injuring the *Morning Post*. In his lordship's opinion that was exactly what had happened; there had been an attempt to deceive the public, but there had not been shewn to be, within any measurable distance, any probability of injury to the *Morning Post*. The defendants' paper was not a competing paper, and thus arose a broad distinction between this case and almost all the others which had been cited. A person would not buy the *Morning Post* the less because he bought the *Evening Post*. The *Morning Post* was not likely to be hurt. Still, a trick had been attempted to be played, and for that reason the justice of the case would be sufficiently met by dismissing the action without costs.—Counsel, *Renshaw*, Q.C., *Levett*, and *Bryan Farrer*; *Marten*, Q.C., and *Begg*. Solicitors, *J. Anderson Rose*; *Lewis & Lewis*.

Re BULWER LYTTON'S WILL—No. 2, 19th January.

Settled Land—Permanent Improvements—Payment Out of Capital Moneys—Scheme Sanctioned by Trustees—Expenditure in Excess of Original Estimate—Settled Land Act, 1882, s. 26.

This was an appeal from the refusal of Stirling, J., to allow the payment out of capital moneys, forming part of a settled estate, of certain expenses in excess of the original estimate, which had been incurred in carrying out a scheme, which had been sanctioned by the trustees, for permanently improving the estate, by providing an additional water supply. A contract was entered into by the tenant for life for the provision and distribution of an increased supply of water at a cost of £990. A scheme was submitted to the trustees which referred to the contract, and was accompanied by the report of a surveyor who had been appointed by the Land Commissioners. In July, 1885, the trustees approved the scheme. In carrying out the scheme it was found necessary to execute additional works, at an expense considerably in excess of the amount named in the original contract. The cost of the additional works, which were certified to have been necessary and properly executed, amounted to £850. The question was, whether the tenant for life was entitled to an order under section 26 of the Settled Land Act, 1882, directing the trustees to apply the capital moneys forming part of the settled property in payment of the additional expense. Section 26 provides (1) "Where the tenant for life is desirous that capital money arising under this Act shall be applied in or towards payment for an improvement authorized by this Act, he may submit for approval to the trustees of the settlement, or to the court, as the case may require, a scheme for the execution of the improvement, shewing the proposed expenditure thereon; (2) Where the capital money to be expended is in the hands of the trustees, then, after a scheme is approved by them, the trustees may apply that money in or towards payment for the whole or part of any work or operation comprised in the improvement, on" (*inter alia*) (iii.) "an order of the court directing or authorizing the trustees to so apply a specified portion of the capital money." Stirling, J., on the authority of *Re Hotchkin's Settled Estates* (35 Ch. D. 41, 31 Solicitors' Journal, 234), refused the application of the tenant for life.

The Court (Lord Halsbury, C., and Cotton and Bowen, L.JJ.) reversed the decision. Lord Halsbury, C., said that it was desirable not to adopt such a narrow construction of the provisions of the Act as would render them unworkable. It was impossible to lay down any general rule as to applications such as the present, and each case must be governed by its own particular circumstances. The trustees had given their approval to a scheme for the improvement of the estate. They were probably misled as the extent of the outlay that would be required, and expenses were incurred which were not contemplated at the outset by them or by the tenant for life. The substantial feature of the scheme was that certain works were to be executed, and that the capital moneys in the hands of the trustees were to be charged with the expense of executing those works. He was of opinion that, although the sum named in the original contract had been exceeded, the excess came within the words of section 26 (2), and that the capital moneys might be applied in the payment. Cotton, L.J., said that the case was not like *Re Hotchkin's Settled Estates*. There the outlay had been incurred without any scheme having been laid before the trustees of the settlement for their approval. Was not this extra work, something which was substantially contemplated by, and within the terms of, the scheme submitted for approval to the trustees, and by them approved? That approval was not conditional on the sum of £990 only being expended, but was general. In carrying out the scheme it was found that expenditure beyond the amount originally contemplated had been incurred in sinking a well to a greater depth, and in other matters incidental to the proper execution of the works for providing a sufficient supply of water. That extra expenditure seemed to have been properly incurred in carrying out the scheme, and, in his opinion, the order asked for by the tenant for life might be made. Bowen, L.J., concurred.—Counsel, *Cozens-Hardy*, Q.C., and *Lambert*; *Spencer Butler*. Solicitors, *Lambert, Petch, & Shakespeare*; *Walker, Martineau, & Co.*

HIGH COURT.—CHANCERY DIVISION.

BESLEY *v.* BESLEY—Chitty, J., 20th January.

R. S. C., 1883, XVI., 2, 11—Parties—Joinder as Plaintiff of Owner of Outstanding Legal Estate—Consent.

In this case the plaintiffs, who were *cestuis que trusts* under the will of their deceased father, claimed recovery of possession of a wharf, part of the estate. It appeared that in 1871 the trustees and executors of the will, under powers in that behalf, leased the wharf and plant to the defendants for twenty-one years, subject to a right of re-entry upon breach of a covenant in the lease against assignment without consent. The plaintiffs pleaded a breach of the covenant in February, 1887. In May, 1887, the surviving executor and trustee assigned the legal estate in the premises to the plaintiffs. Amongst the defences raised by the defendants was one that the plaintiffs were not owners of the reversion at the date of the alleged breach. The plaintiffs thereupon commenced an action for the administration of their father's estate, and obtained an order in that action for leave to take any proceedings in the name of the surviving trustee for recovery of possession of the wharf upon giving a proper indemnity for costs, such order being without prejudice to any right on the trustee's part to object to be joined as co-plaintiff in the then existing action for recovery. The trustee objecting, the plaintiffs took out the present summons to add him as co-plaintiff, and contended that ord. 16, r. 4, and ord. 16, r. 11, when read together, enabled the court to join a mere trustee without any beneficial interest and dispense with his consent, notwithstanding that rule 11 prohibited any person being joined as co-plaintiff without his consent in writing. *Tryon* v. *National Provident Institution* (34 W. R. 398, 16 Q. B. D. 678), was cited.

Chitty, J., said that the prohibition in rule 11 was clear and precise, and mentioned no exception. He should treat the words of that rule by itself as if they were exhaustive, and dismiss the summons, and in doing this he was basing his judgment on the words of the rule, without laying down anything as to what was actually decided (relatively to a case like the present) in *Tryon* v. *National Provident Institution*.—Counsel, *Maclean*, Q.C., and *Swinfen Eady*; *Romer*, Q.C., and *Oswald*; *Stallard* and *Bremner*. Solicitors, *Lowe & Co.*; *Saunders, Hawksford, Bennett, & Co.*; *Anderson & Sons*.

Re ABERAVON TIN PLATE CO. (LIM.)—Chitty, J., 20th January.

Companies Act, 1862, s. 150—Supervision Order—Liquidator's Security.

In this case the court, having made a supervision order on the petition of the company, and assented to the appointment of a creditor's representative to act as liquidator jointly with the voluntary liquidator, the question arose whether the creditor's liquidator should be ordered to give security. *Re European Bank, Ex parte Paul* (19 W. R. 268) was referred to.

Chitty, J., said that in the present case, as was the practice in the case of voluntary liquidations, the company had not required any security from the voluntary liquidator, who was its own representative. That being so, he failed to see why the co-liquidator should be required to give security, and therefore appointed him without requiring security.—Counsel, *Vernon R. Smith*; *E. Ford*; *Ashton Crosse*. Solicitors, *Clulow*; *Tamplin, Taylor, & Joseph*; *Richard White*, for *David Randell*, Llanelly.

Re HURLBATT AND CHAYTOR'S CONTRACT—North, J., 23rd January.

Vendor and Purchaser—Misstatement of Value of Property—Compensation—"Estimated Annual Value."

This was a summons under section 9 of the Vendor and Purchaser Act of 1874, the question being, whether the purchaser of real estate at a sale by auction was entitled to receive compensation from the vendor in respect of an alleged error or misstatement in the particulars of sale as to the value of lot 1 at the sale. Lot 1 comprised a mansion house and land. The particulars contained this statement—"The mansion and grounds are

in hand, and are of the estimated annual value of £400." The conditions of sale provided that—"If any error or misstatement shall appear to have been made in the above particulars, the same shall not annul the sale, but (except as to quantity, which is believed and shall be deemed correct, and not a subject for compensation if incorrect), if pointed out before completion, a compensation is to be made to or by the purchaser as the case may be, to be settled by two referees or their umpire, in the usual way." The purchaser claimed compensation, on the ground that the property was not of the value of £400 a year, and he adduced evidence to shew that it was not worth more than £200 a year. The vendor had been advised that the property was worth £400 a year, and he did not admit that there was any mistake in the estimate. The purchaser did not allege that the estimate was a dishonest one, but only that it was mistaken.

NORTH, J., held that the purchaser was not entitled to any compensation. He said that the statement was, that the property was of the "estimated" annual value of £400, and it was clear that it was of that "estimated" value. If it had not been of that "estimated" value, or if the vendor, having been advised that it was worth only £200 a year, had, notwithstanding, chosen to estimate it himself as of the value of £400 a year, or if there had been anything in the nature of a dishonest estimate, his lordship thought that the purchaser would not have been bound by his contract. But, if the estimate was an honest one, though it might be mistaken, he did not think that the condition would apply at all. The purchaser's real complaint was, not that £400 a year was not the "estimated" value, but that it was too high a value. If the estimate had been dishonest, the purchaser might have been entitled to get rid of his contract, but he would not have had any remedy under the condition.—COUNSEL, *Whinney; Stallard.* SOLICITORS, *Lyne & Holman; F. Robinson.*

Re BARBER'S MORTGAGE TRUSTS—North, J., 21st January.

VESTING ORDER—SOLE TRUSTEE OUT OF JURISDICTION — MORTGAGEE—TRUSTEE ACT, 1850, ss. 2, 9.

This was a petition, under section 9 of the Trustee Act, 1850, for a vesting order as to real estate. The property was mortgaged to one Davies, the mortgage being made to him absolutely, as if he were the owner of the mortgage-money. Two of the petitioners alleged that the money really belonged to them, and that the name of Davies was used as a trustee for them. Davies had not executed any declaration of trust. The mortgagor joined in the petition. Davies had been adjudicated a bankrupt, and was out of the jurisdiction, and could not be found. The trustee in his bankruptcy admitted that the mortgage-money did not form part of the bankrupt's estate. The petition asked that the mortgaged property might be ordered to vest in the first two petitioners, subject to the equity of redemption. Section 9 of the Trustee Act, 1850, provides that "where any person solely seised or possessed of any lands upon any trust shall be out of the jurisdiction of the Court of Chancery, or cannot be found, it shall be lawful for the said court to make an order vesting such lands in such person or persons in such manner and for such estate as the said court shall direct." And by section 2 "the word 'trust' shall not mean the duties incident to an estate conveyed by way of mortgage, but, with this exception, the words 'trust' and 'trustee' shall extend to and include implied and constructive trusts." In *Re Osborn's Mortgage Trusts* (12 Eq. 392) it was held, with reference to section 10, which provides for the case of one of two persons jointly seised of land being out of the jurisdiction or not to be found, that one of two joint mortgagees being out of the jurisdiction, a vesting order could not be made on the petition of the other mortgagee and the mortgagor, a mortgagee not being, within the meaning of the Act, a "trustee" for the mortgagor.

NORTH, J., held that that decision did not apply to the present case, inasmuch as, independently of his character of mortgagee, the bankrupt was strictly a trustee for the first two petitioners. His lordship accordingly made the vesting order.—COUNSEL, *Dunning; G. Lawrence.* SOLICITORS, *Meredith & Co.*

HIGH COURT.—QUEEN'S BENCH DIVISION.

NICHOLSON *v.* BOOTH—18th January.

SUMMARY JURISDICTION FOR COMMON ASSAULT—COMPLAINT BY OR ON BEHALF OF PARTY AGGRIEVED—COMPLAINT BY POLICE.

This was a case stated by justices on appeal from a conviction. The appellant, Nicholson, was given into custody for assaulting George Naylor, who attended at the police station and charged the appellant with having assaulted him. The appellant, having entered into his recognizances to appear next morning before the justices, was released. On the next morning Naylor did not appear. Thereupon the complaint was made against the appellant by the respondent, Booth, the sergeant of police who had received the charge at the police station. The appellant's solicitor took the objection that the justices had no jurisdiction to deal with the case summarily, inasmuch as the complaint was not made by or on behalf of the party aggrieved. The justices overruled the objection, and convicted the appellant. It was argued on the part of the appellant that, under section 42 of 24 & 25 Vict. c. 100, justices can only hear and determine a case of common assault "upon complaint by or on behalf of the party aggrieved," though in the case of an aggravated assault, under section 43, the charge may be "either upon the complaint of the party aggrieved or otherwise." There was no evidence that Naylor had authorized Booth to lay a complaint.

THE COURT (HAWKINS and GRANTHAM, JJ.) held that the conviction must be quashed. It was clear, from the express words of the statute, that the jurisdiction thereby given to justices to convict summarily of common assault was given on this condition, that the complaint laid before them should be made either by the person assaulted or by somebody acting on his behalf. And there was good reason for this, because the person injured might have a right, if he chose, to take civil proceedings for compensation for the assault, though the statute, by section 45, prevents him from taking this course if there has been a conviction. Therefore, unless there was this limit to the justices' jurisdiction, they could, by a summary conviction, bar the right to a civil action. It could not be said in the present case that the police were acting on behalf of the party aggrieved.—COUNSEL, *Tickell.* SOLICITOR, *Chester.*

CHELSEA WATER CO. *v.* PAULET—23rd January.

WATER COMPANY—RIGHT TO CUT OFF SUPPLY OF WATER—TENANT HOLDING ON AFTER EXPIRATION OF TENANCY—REQUEST FROM LANDLORD TO COMPANY TO CUT OFF SUPPLY.

This was a case stated by a metropolitan police magistrate on appeal from a conviction. The respondent took out a summons against the appellant company, under sections 4 and 5 of the Water Companies (Regulation of Powers) Act, 1887, for wrongfully cutting off the supply of water from his premises. The magistrate convicted the company, and imposed a fine of two shillings for each day during which the water remained cut off. It appeared that the respondent had originally gone into possession of the premises as weekly tenant, at the rent of thirteen shillings a week, to a landlord who had agreed with the company to be liable for the payment of the water rate; that the landlord had given the respondent due notice to quit, which expired before the water supply was cut off; that the respondent remained in occupation after the expiration of the tenancy without the landlord's sanction; that the landlord had paid the amount of water rate which was due, and had requested the company to cut off the supply of water, which they had accordingly done. It was argued on behalf of the appellants that the case was altogether outside section 4 of the Act of 1887. The Waterworks Clauses Act, 1847, by section 74, had given power to water companies to cut off the water supply in case of non-payment of the water rate. Then the Act of 1887 enacted (in section 4) that where the owner, and not the occupier, was liable to the payment of the water rate, the company should not cut off the water supply for non-payment of the rate, but might recover the amount from the occupier, who should then be entitled to deduct the same amount from his rent. This contemplated the case where the landlord was under a liability to pay and did not pay; and the object was to protect the tenant, who might have duly paid his rent, from having his water cut off in such circumstances. But here the respondents did not cut off the water supply for non-payment of the rate, the rate being already paid; they cut it off because the landlord requested them to do so And, the tenant being in occupation after the expiration of the tenancy without any legal right to be there, there was no rent payable by him from which he could deduct the amount of water rate. The section did not apply to the present case. The respondent contended that at least the company ought to have given him notice before cutting off the supply.

THE COURT (HAWKINS and CHARLES, JJ.) held that the conviction was wrong and must be quashed. The facts did not bring the case within section 4 of the Act of 1887. The landlord had paid the amount of the rate, and therefore the company could not possibly have cut off the supply for non-payment of the rate. On the contrary they had cut it off because the landlord had asked them to do so. There was nothing to prevent him doing it himself, and it appeared that they had done it as his agents.—COUNSEL, *Poland* and *Mead.* SOLICITORS, *Hollams, Son, & Coward. The respondent appeared in person.*

HIGH COURT.—PROBATE, &c., DIVISION.

DAINTREE *v.* FASULO—12th January.

WILL—EXECUTION—ATTESTATION—ACKNOWLEDGMENT.

The plaintiffs propounded the will of Mary Elizabeth Hainsworth, who died on the 23rd of August, 1887. The defendants admitted the due execution of the will, but counter-claimed for probate of a codicil. The action was tried before Butt, J., without a jury. In March, 1886, the testatrix said to a Miss Hepburn, with whose mother she was then staying, "I have got something which requires two witnesses; will you sign it, and get your servant to sign it?" Miss Hepburn replied that she would get a friend of hers, a Miss Whymper, to sign it. Later on the same day Miss Hepburn and Miss Whymper went to the testatrix, who produced a codicil to her will. She was about to give some explanation, but Miss Hepburn said, "I would rather not know what it is." Miss Hepburn and Miss Whymper then signed their names to the instrument. Both the witnesses were examined, but although they concurred in identifying the document, neither of them remembered having seen the testatrix affix her signature. Miss Hepburn remembered seeing the signature when she signed her own, and Miss Whymper believed that she had seen it. The latter also said that she was not sure whether she signed her name at the request of the testatrix or of Miss Hepburn. The plaintiffs' counsel argued that the testatrix had not acknowledged her signature to the witnesses, and that the case was governed by *Blake* v. *Blake* (7 P. D. 102). The defendants' counsel argued that there was a sufficient acknowledgment without actual words.

BUTT, J., said that there appeared to have been a sufficient acknowledgment of the codicil within *In the Goods of Thompson* (4 *Notes of Cases*, 463), and that *Blake* v. *Blake* was distinguishable. In the latter case the witnesses could not have seen the testator's signature; but in the present

case one of the witnesses was certain that she had seen the testatrix's signature, and the other believed that she had done so. There was no doubt that the signatures of the witnesses had been written after that of the testatrix. She had herself requested Miss Hepburn to sign her name, while Miss Whymper had signed at the request of either Miss Hepburn or the testatrix—it did not matter which; for one of them certainly made the request in the presence of the other. The testatrix having thus presented the instrument to the witnesses with her signature attached to it, the natural inference was that she had acknowledged her signature as effectually as if she had done so by express words. He accordingly held that the codicil had been duly executed and attested, and he admitted it to probate with the will.—Counsel, *Bayford*, Q.C., and *Barnard*; *Inderwick*, Q.C., and *C. A. Middleton*. Solicitors, *Hepburn, Son, & Cutcliffe*; *Storey & Cowland*.

COUNTY COURTS.

MAYNARD *v.* BIDDLE; SMITH (CLAIMANT)—Marylebone, 20th January.

Bill of Sale—Evidence—Costs.

In delivering judgment in this case, Judge Stonor said:—An application has been made to me to review the taxation by the registrar of the claimant's bill of costs in respect of an item of £1 "stamping *subpœna*" for the attendance of a clerk of the Queen's Bench Division with the registered copy of the bill of sale executed by the defendant to the claimant. This fee is required to be paid by the Order as to Supreme Court Fees, 1884, but no provision for the payment of it is made in the county court scale of fees, and, therefore, I think that the registrar was right in disallowing it, and that, indeed, he has no power to allow it, independently of the saving of fees in respect of the jurisdictions referred to in the first clause of rule 2 of the Supreme Court Order. A claimant can always obtain an office copy of a bill of sale which has been registered, with the certificate of registration, which are sufficient evidence under the Bills of Sale Act, 1878, s. 16, and for the costs of obtaining these documents provision is made in the county court scale, and the expense is much less, especially in the cases of county courts which are distant from the Metropolis. The application will, therefore, be dismissed.

CASES AFFECTING SOLICITORS.

Re WALTERS, MOORE *v.* BEMROSE—Kay, J., 20th January.

Practice—Executor's Costs—Attendance in Chambers—Fund in Court—Application not affecting Corpus—R. S. C., 1883, LXV., 1, 23.

This case raised a question as to the right of an executor to be allowed the full amount of his costs of an attendance in chambers, taxed as between solicitor and client. A fund had been paid into court, under the Legacy Duty Act, to the account of an infant legatee, and the next of kin of the testatrix suggested that until it became payable out to the legatee on her attaining twenty-one, the income belonged to the next of kin. To determine this question two summonses were issued, one on behalf of the infant, by her father as next friend, asking that the dividends might be paid to him towards her maintenance; and the other by the next of kin asking a declaration that there was an intestacy as to the income of the legacy. Both these summonses were served on the executor of the testatrix, and at the hearing before the judge in chambers he was represented by a solicitor, who asked for the costs of his attendance out of the fund. The judge said he considered his attendance unnecessary, and declined to allow him more than a fixed sum for costs, which was fixed by the chief clerk at £3 3s. The present motion was to reverse this decision, and to allow the applicant his taxed costs as between solicitor and client, on the grounds, (1) that the application in chambers was not interlocutory within ord. 65, r. 23, so as to empower the court to direct payment of a sum in gross in lieu of taxed costs, the order made being final as to the question in dispute; (2) that this rule did not apply to an executor's costs, as these were not in the discretion of the court; and (3) that by ord. 65, r. 1, such costs could be disallowed only where the executor had been guilty of misconduct.

Kay, J., refused to vary the chief clerk's decision. It was certain that, in one event or the other, one of the applicants was entitled to the dividends, and the summonses were taken out with no contentious object, but to determine this. He saw no reason for holding that an order as to the payment of dividends on a fund in court was not interlocutory; but, independently of that point, it was the constant practice of the court, where a person appeared without necessity, to limit the amount of his costs. And in this case the executor ought not to have appeared at all. He therefore refused the motion with costs.—Counsel, *W. D. Rawlings*; *Butcher*. Solicitors, *J. & W. Maude*; *Ullithorne, Currey, & Co.*

Re HOLLIDAY AND GODLEE—North, J., 20th January.

Solicitor—Costs—Taxation—Taxation by Third Party—Right to Question Charges Assented to by Original Client—Solicitors Act, 1843 (6 & 7 Vict. c. 73), s. 38.

The question in this case was whether, on a taxation of costs at the instance of a third party, under section 38 of the Solicitors Act of 1843, there is any right to question charges which would have been binding on the original client. Section 38 provides that where any person not chargeable with a bill shall be liable to pay such bill to the solicitor, or to the party chargeable, he may make "such application for a reference for the taxation and settlement of such bill as the party chargeable therewith might himself make, and the same reference and order shall be made thereupon, and the same course pursued in all respects, as if such application was made by the party so chargeable with such bill as aforesaid." An agreement was entered into by the tenant for life and the tenant in tail in remainder of a settled estate for the sale of a part of the estate to a local board, at a price to be fixed by arbitration, and arbitrators were appointed to determine the price. The agreement provided that the board should pay to the vendors (*inter alia*) all their costs of the agreement and of the reference, and all the costs, charges, and expenses of or incurred by the referees and umpire or either of them. The vendors' solicitors delivered their bill of costs relating to the reference to the board. The board obtained the common order for taxation of the bill as one which they, as third parties, were liable to pay. On the taxation they objected to certain items charged as payments made to witnesses on the reference, on the ground that the amounts paid were excessive. It was, however, shewn that these payments had been made with the express sanction of the vendors; and the taxing master was of opinion that, this being so, he was bound by the vendors' assent, and could not go into the question of amount.

North, J., affirmed the decision. He said that, on a taxation by a third party under section 38, the third party stood in exactly the same position as the original client, and was bound by any charges by which the latter was bound. If the board desired to question these items they should have refused to pay them, and should have left the solicitors to bring an action for them. The question of amount could then have been raised.—Counsel, *Everitt*, Q.C., and *Charles Church*; *Cozens-Hardy*, Q.C., and *Marcy*. Solicitors, *Thomas White & Sons*; *Tucker & Lake*.

Re P—— (DECEASED)—Chitty, J., 20th January.

R. S. C., 1883, LXV., 11—Solicitor and Client—Costs of Unnecessary Action.

This was a motion by the plaintiff in an action for the administration of the estate of a deceased testator, asking for the appointment of a receiver. The testator made his will in November, 1882, died in May, 1886, and appointed four persons his executors, three of whom he described as resident in New Zealand, and the other as resident at Barcelona. The will was not proved until September, 1886, and in July, 1887, the present action was commenced against the executors by the plaintiff, who was a niece of the testator, and entitled under the will to an annuity of some £30, payable after the death of a person still living, and who also claimed to be entitled upon the construction of the will to a share of the residuary estate. It appeared that the executor residing at Barcelona frequently visited this country, and he alone proved the will, employing as his solicitor X., to whom he and the other executors gave general powers of attorney. It also appeared that the plaintiff had given a general power of attorney to act for her in connection with her claims under the will to Y., a solicitor who was a brother of the testator, and, therefore, the plaintiff's uncle. It was stated that X. and Y. had formerly been in partnership, and the defendants resisted the present motion on the ground that the whole action was unnecessary, and was launched by Y. *proprio motu*, with the object of annoying X. There was no evidence that Y. had received any specific retainer from the plaintiff other than that which existed by virtue of the power of attorney, and the defendants deposed that they had not been communicated with previously to the commencement of the action.

Chitty, J., who during the course of the hearing observed that in the present day it was a most dangerous thing for a solicitor to commence an administration action without giving some intimation to the other side, said that it had long ago been held that the unsuitableness of an executor for his office was not a ground for the court to deprive him of his office, if the testator, when appointing him, was aware of it: *Stainton v. Carron, &c., Co.* (18 Beav. 146). In the present case, no doubt, all the executors resided abroad and out of the jurisdiction, but the testator was well aware of their being so circumstanced when he made his will. Therefore, on the point of law, there was no ground for this action. There were statements made by Y. with reference to X. which were groundless. Looking at the case as a whole, the main object of the proceedings was to attack X., and the result was that he should dismiss the motion, with costs in any event. By the Rules of 1883, ord. 65, r. 11, a solicitor might be made to personally bear costs. In his lordship's judgment the present case was within the mischief of the rule, the costs having been "incurred improperly and without reasonable cause." A respectable solicitor would not ask his client to pay such costs. His lordship, however, neither desired nor had, under the rule, jurisdiction to make an order against a solicitor without calling upon him for an explanation. In the present case, however, so far as his lordship could see, the solicitor bringing the action had not consulted the plaintiff at all, and the circumstance that he took a power of attorney shewed that he desired some other phase of relationship than what usually exists between solicitor and client.

Counsel for the plaintiff stated that, after what had fallen from his lordship, it was not likely that there would be difficulty as to costs. The plaintiff's solicitor was nearly related to her and disclaimed all intention of making costs. His lordship then dismissed the motion, with costs, and the defendants gave an undertaking to set aside and invest in Consols a sum sufficient to meet the plaintiff's annuity.—Counsel, *Romer*, Q.C., and *F. Evans*; *Maclean*, Q.C., and *Butcher*.

EASTON *v.* THE LONDON JOINT-STOCK BANK—C. A. No. 2, 25th January.

Costs—Taxation—Refresher Fees—Appeal from Chancery Division—R. S. C., 1883, LXV., 27, Sub-rules 30, 37, 48.

This was an appeal from a decision of North, J. (31 Solicitors' Journal, 812), the question being whether "refresher fees," or fees in the nature

of refresher fees, to counsel can be allowed on the hearing of an appeal from the Chancery Division when the hearing of the appeal occupies more than one day. Rule 27 of order 65 provides, by sub-rule 48, for the allowance of refreshers "when any cause or matter is to be tried or heard upon *viva voce* evidence in open court," but that sub-rule makes no reference to the hearing of an appeal. But sub-rule 30 provides that, "As to any work and labour properly performed and not herein provided for, and in respect of which fees have heretofore been allowed, the same or similar fees are to be allowed for such work and labour as have heretofore been allowed." And by sub-rule 37, "The rules, orders, and practice of any court whose jurisdiction is transferred to the High Court of Justice or Court of Appeal, relating to costs and the allowance of the fees of solicitors and attorneys and the taxation of costs existing prior to the commencement of the principal Act, shall, in so far as they are not inconsistent with the principal Act and these rules, remain in force and be applicable to the costs of the same or analogous proceedings, and to the allowance of the fees of solicitors of the Supreme Court, and the taxation of costs in the High Court of Justice and Court of Appeal." In *Svendsen* v. *Wallace* (34 W. R. 151, 16 Q. B. D. 27), decided since 1883, it was held by a divisional court of the Queen's Bench Division, that refreshers could be allowed on the hearing of an appeal from that division, though the taxing master had been of a contrary opinion. In the present case the appeal was from the Chancery Division, and the hearing had occupied four days. The action was dismissed with costs, and on the taxation the defendants claimed refresher fees for their counsel for three days, relying on *Svendsen* v. *Wallace*. The taxing master (Mr. Wainwright) held that that case did not apply to appeals from the Chancery Division, and disallowed the refreshers, without exercising any discretion, on the ground that he had no power to allow them. He said: "In the Court of Chancery, before the oral examination of witnesses in that court, daily refreshers were not allowed nor paid. In *Harrison* v. *Wearing* (11 Ch. D. 206) the decision and reasoning of Jessel, M.R., are quite opposed to the allowance of daily refreshers on appeals. North, J., held that *Svensden* v. *Wallace* applied, and that the taxing master had jurisdiction to allow refreshers. The order drawn up was in the following terms:—"This court, being of opinion that the taxing master may, if he thinks fit, allow refreshers, doth order that it be referred back to the taxing master to vary his certificate accordingly." The plaintiffs appealed, and at the desire of the Court of Appeal one of the taxing masters (Mr. Ryland), after conferring with another taxing master in the Chancery Division, and with Master Johnson, of the Queen's Bench Division, made the following report:—"The practice in the Court of Appeal in Chancery before 1875 in non-witness causes was uniform not to allow daily refresher fees, the only refresher fee recognized being the usual sitting fee of £3 4s. 6d. to the leader and £1 3s. 6d. to the junior. Although it was not the practice to allow daily refresher fees, the chancery taxing masters accorded in allowing what in their discretion were proper fees for the services rendered, and where the fee given on the brief when delivered was, in the masters' judgment, insufficient, they uniformly allowed an additional or further fee, but such additional or further fee was not in the smallest degree recognized by the masters as a daily refresher, but was considered by them purely and simply as part and parcel of the proper fee on the hearing of the appeal. The propriety of the practice of the chancery masters of adding to the original fee in contradistinction to recognizing the allowance of daily refreshers is illustrated in, and countenanced by, *Edgington* v. *Fitzmaurice* (19 SOLICITORS' JOURNAL, 650). I have not forgotten *Smith* v. *Buller* (19 Eq. 473) (decided by Vice-Chancellor Malins), which was, no doubt, for a short time authority for the allowance of daily refreshers in non-witness actions. *Harrison* v. *Wearing* (11 Ch. D. 206), which soon followed, dissented from it, and the latter case being in accordance with the practice in the offices of the chancery masters, has been followed by them. Before 1875 there were in the Court of Appeal in Chancery, or, in fact, in the Chancery Court of first instance, very few witness actions. Occasionally there might be one (as an issue or patent case), but they were few and far between, and afforded little opportunity of establishing the practice on the subject; but, so far as I have been able to learn, daily refreshers were in such cases—that is, where witnesses were examined—allowed both in the court of first instance and in the Court of Appeal. Between 1875 and 1883 non-witness causes were dealt with in exactly the same way as they were dealt with previously to 1875, but witness actions between those years were considered in the light of *Nisi Prius* actions, and daily refreshers were recognized and allowed. The practice in the Exchequer Chamber seems to have been much the same as the practice in the Chancery Division—viz., where it was, in the judgment of the master proper to do so, he allowed such further or additional fee, either daily or otherwise, as in his discretion was, with the fee marked on the brief, a proper fee for the services rendered. I observe that in *Svendsen* v. *Wallace* Mr. Justice Smith in his judgment states that before the rules came into force it is conceded that refreshers were allowable upon the argument of special cases and otherwise in the Exchequer Chamber, and afterwards in the Court of Appeal. Excepting as I have stated above, I am not aware of the authority for this. So far as I can learn, refreshers or further fees were always in the discretion of the master: *Turnbull* v. *Jansen* (3 C. P. D. 264), and were never recognized as 'refreshers,' but were regarded as further or additional fees."

THE COURT (COTTON and BOWEN, L.JJ.) affirmed the decision, and dismissed the appeal, with costs. COTTON, L.J., thought that the order of North, J., had been misunderstood, as had also the decision in *Svensden* v. *Wallace*. It seemed to have been considered that North, J., had directed the taxing master to allow daily refreshers as a fixed sum. But the order said nothing of the kind. Daily refreshers were introduced into the Chancery Division when it became the practice to try actions with *viva voce* evidence, or with a cross-examination of witnesses who had made affidavits. Refreshers were allowed on the principle that it could not be estimated beforehand how long the examination of the witnesses on either side would occupy, and it was thought desirable that the same fees should be allowed as were allowed in similar cases at common law. This principle did not apply to hearings in the Court of Appeal, because, as a general rule, witnesses were not examined there. In some cases, no doubt, the Court of Appeal did allow witnesses to be examined before it, and in those cases the ordinary rule as to witness actions would apply. In the present case the appeal was heard without witnesses, and the question really was whether the taxing master ought to make any addition to the fees which were marked on the briefs before the hearing of the appeal began. The term "daily refresher" was well known. In the House of Lords and the Privy Council daily refreshers were allowed as a fixed sum. But, as his lordship understood, it was not the practice in the Court of Appeal in Chancery or in the Exchequer Chamber to allow daily refreshers as fixed sums. If the taxing master was satisfied that the fee originally marked on the brief was not adequate, he could make an addition to it. It was very desirable that solicitors should form an opinion before the hearing what, having regard to the nature of the case and the probable length of the argument, would be the proper fee to mark. In his lordship's opinion the order of North, J., properly interpreted, merely followed the old practice in the Exchequer Chamber, of permitting the taxing master to exercise his discretion as to allowing what might be called a "refresher fee," but which was really an addition to the fee originally marked on the brief. And that was really the effect of *Svendsen* v. *Wallace*. It was not strictly an allowance of refresher fees, but the taxing master was not bound to disregard any suggestion of an addition to the fees marked. The court now knew from the report of the taxing master that in the Court of Appeal in Chancery the taxing master had had a discretion to allow an addition to the fees marked. In his lordship's opinion all that North, J., intended to decide was, that the taxing master, though not allowing any fixed and definite sum as a refresher, had a discretion to allow an addition to the fee marked. The case must go back to the taxing master, with an expression of the opinion of the court that he had this discretion. BOWEN, L.J., said that, putting aside the practice in the House of Lords and the Privy Council, the broad principle was that the solicitor must make up his mind at the time when he delivered the brief what was the proper fee, and must mark it then. But in actions in which witnesses were to be examined, it was extremely difficult for the solicitor to judge how long the trial was likely to last, and therefore, in fixing the fee in such cases, the solicitor was assumed to have contemplated when he fixed it that, if the trial was prolonged beyond the first day, daily refreshers would be allowed. This reason would apply to witness cases in the Court of Appeal. But in other cases, when the argument would have been on questions of law, or on mixed questions of law and fact, the solicitor must make up his mind when he delivered the brief what fee would recompense the attention which counsel would have to give to the case. The only ground in such a case for allowing an increase of the fee originally marked was that there had been a miscalculation by the solicitor when he fixed it, and that he had underestimated it. If there had clearly been a miscalculation—a *bonâ fide* mistake by the solicitor—it would be very unjust not to allow it to be corrected afterwards. But the taxing master ought to be very jealous in seeing that there had been a mistake, for it was the business of the solicitor when he fixed the fee, and of the counsel's clerk when he accepted it, to see that it was properly calculated. In his lordship's opinion North, J., had made the right order, though it was unfortunate that he had used the word "refreshers." The case would go back to the taxing master for him to consider whether there had not been some miscalculation by reason of something having happened which was not anticipated when the fees were marked. This would not be simply that the case was a heavy one. Cases in the Court of Appeal generally were heavy, and involved questions of law which were very difficult to decide, and the solicitor ought to take this into consideration. The taxing master must look at the whole matter and see whether the proper fees had been marked, and if he thought there had been any miscalculation at the time when they were marked, he ought to correct it. The court was really deciding in accordance with *Svendsen* v. *Wallace*, the only objection to which was the use of the word "refreshers." But there was nothing in the present decision to prevent the taxing master from adding to the fees in the shape of a daily allowance, if he should think that a fairer way of setting right a miscalculation. In that sense he might allow "refreshers."—COUNSEL, *Grosvenor Woods*; *W. D. Rawlins*. SOLICITORS, *West, King, Adams, & Co.*; *Clarke, Rawlins, & Co.*

Ex parte TURNER—Q. B. Div. (Hawkins & Charles, JJ.), 23rd January.

CONTEMPT OF COURT—APPLICATION FOR HABEAS CORPUS.

This was a case in which the county court judge, sitting at Newcastle-under-Lyne, committed to prison Mr. Turner, a solicitor, for wilful contempt of court (*ante*, p. 190), a power of committal for contempt having been given to the county court judges by the 113th section of the last County Courts Act. Mr. Turner was advised that he had done nothing which would amount even to evidence of contempt of court, and he on Saturday obtained from Pollock, B., sitting at chambers, a summons for a *habeas corpus*, returnable this morning. Upon telegraphing to the Governor of Stafford Gaol to have the return in court this morning, it turned out that the county court judge had himself ordered Mr. Turner to be discharged from gaol. Counsel apprehended that there was now nothing to be gained by arguing the issue of the writ. HAWKINS, J.—The sole object of the writ was to get the discharge of Mr. Turner. Counsel: The sole theoretical object of Mr. Turner was to get himself discharged, but he was extremely anxious that the matter should be dis-

cussed, in order to shew that there was nothing in his conduct that would warrant the course which the county court judge had thought fit to pursue. He would not, however, under the circumstances, ask their lordships further to discuss the matter.

HAWKINS, J., thought that the learned counsel was quite right, and in fact there was nothing before them. The application was for a discharge from custody, and the moment they were informed that Mr. Turner was discharged, their interference was no longer required. Mr. Turner was content, and so was the court.—COUNSEL for the applicant, *R. V. Williams.*—*Standard.*

SOLICITOR STRUCK OFF THE ROLLS.

Jan. 23.—WALTER WILLIAM NEALE.

LAW SOCIETIES.

HALIFAX INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held at the society's room, 8, Harrison-road, Halifax, when the following officers were elected for this year:—President, Mr. J. E. Hill; vice-presidents, Messrs. E. M. Wavell, J.P., J. R. Ingram, F. Walker, and W. Storey; treasurer, Mr. E. H. Hill; secretary, Mr. J. F. Hirst; committee, Messrs. E. Booth, G. B. Humphreys, L. H. Longbottom, A. W. Alexander, Godfrey Rhodes, R. M. Stansfeld, J. R. Farrar; auditors, Messrs. W. H. Land, and H. A. Highley.

The following are extracts from the second annual report of this society:—

Members.—At the date of the last report the number of members was thirty-one. There are now forty-four members, and one candidate is awaiting election. About seven-eighths of the solicitors regularly practising in Halifax are now members of the society.

Library.—Of the labours of the committee during the past year the most considerable has been the formation of the library. Immediately after the last annual meeting a personal canvass was made, in order to obtain subscriptions to the library fund from those members of the profession who had not named the amount of their subscriptions. The result was that a sum of £225 was promised, which, together with an available balance out of the general funds of the society, has enabled the committee to acquire a library which has proved to be of very great and general utility. The committee were also very greatly assisted by the presentation and by the loan to the society of a number of reports and other books, some of which were placed in the library by members who had also contributed to the library fund. The library cannot yet be regarded as complete, but it is hoped that by the date of the next annual report it will be found in all respects adequate to the needs of the profession. The total sum so far expended on the library is upwards of £270.

Unqualified practitioners.—The attention of the committee having been called to the fact that debt collectors and other unqualified persons were trespassing on the exclusive province of solicitors, in proceedings in the county court, the matter received the careful consideration of the committee. It was considered desirable, on public as well as on professional grounds, to take decisive action in the matter; and ultimately a deputation was appointed to wait upon and inform his Honour Judge Snagge of the infringements of professional rights and privileges which, in the opinion of the committee, were occurring, and thus to bring about, if possible, a more complete recognition of those rights and privileges in the district. The interview resulted satisfactorily with regard to several important points; but, in the opinion of the committee, unqualified persons are still allowed to represent parties in county court proceedings to an improper and unlawful extent, and the question is not, therefore, looked upon as finally disposed of.

Land Transfer Bill.—In response to an invitation of the Incorporated Law Society of England, the provisions of the Land Transfer Bill have received careful attention. An exhaustive report has been prepared by a sub-committee, and, after approval by the committee, has been transmitted to the secretary of the former society. A full copy of this report may be seen on the library table. The scheme of the Bill appears to the committee to be an improvement on that of Lord Cairns's Land Registry Act in several highly-important respects, and, on the whole, to possess more chance of success than that measure. They consider, however, that the proposed scheme is susceptible of improvement in several material respects, and especially regret that a power to apply compulsion in order to bring titles on the register is proposed to be taken. The exercise of this would, in their opinion, inevitably be either unnecessary or would be an unjust interference with the rights of parties. The committee believe the Bill to be of intense importance to the profession, and would particularly commend the consideration of its provisions to all who have the opportunity of going into the subject.

Extension of county court jurisdiction.—A letter has recently been received from the Dewsbury Society, asking whether the Halifax Society will favour the appointment of a joint committee, composed of representatives of those societies and of the Huddersfield Society, to consider the question of the extension of the jurisdiction of the county courts. As the matter was deemed by your committee to be of great importance, and as the annual general meeting was to be held shortly, it was decided to defer a direct reply to the letter until the opinion of that meeting had been ascertained.

The Copyhold Act, 1887.—A statute which, perhaps, has not met with quite adequate discussion is the Copyhold Act, 1887, which contains provisions for bringing about the enfranchisement of copyholds, and, by section 45, repeals section 30 of the Conveyancing Act, 1881, so far as this latter section applies to copyholds. The result is, of course, to revive the old law; and, consequently, in order that copyhold estates vested in the tenant, upon trust or by way of mortgage, shall, on his death, devolve on his personal representatives, and not on his heir, it will again be necessary to insert in wills an express devise to that effect.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY'S HONOURS EXAMINATION.

At the recent examination for honours held by the society the papers set appear to be easier than usual. It is generally admitted to be no easy task for a student to attain the distinction of honours. Many men who have done fairly well in the Cambridge Law Tripos, or London LL.B., have entered and found their names absent from the list published in the society's hall, and this although convinced that they have done fairly good papers. The failure of such men is generally attributed to the qualification which occurs in the sixth of the twelve rules issued for the Honours Examination, "open to all candidates who shall, in the opinion of the examiners, have attained a certain standard of proficiency at the Final Examination," and university men who have taken a law degree, although probably strong in equity and common law, may not attain the "certain standard" in the pass examination through their weakness in divorce, probate, &c., &c., and so their honours papers may not be looked at. This may or may not be the explanation, but it seems rather strange that a fee of £1 should be taken prospectively—as entrance into an examination hall and licence to sit hard at work all day at four searching papers is rather poor consideration for even the moderate fee of £1 if the examinee's papers are not subsequently looked at on account of his want of obtaining a certain standard at the pass examination. Would not a better rule be that the Honours Examination shall be open to all who have passed; to all who may have entered and paid the fee who fail to pass, the fee shall be returnable; or else let the Honours Examination be postponed till after the pass list is published. Returning to the questions recently set, the conveyancing questions are fairly easy, some being easier than those set in the pass examination. The equity paper consisted of fair average questions, many hinging on cases decided within the last two or three years, as we noticed that *Emerson* v. *Ind & Coope*, *Falcke* v. *The Scottish Imperial Insurance Co*, *Attree* v. *Hawe*, *Re Hastings*, *Hargreaves and Thompson's Contract*, *Scott* v. *Morley* (form of judgment), and a few others were involved. Although presenting nothing very abstruse, we consider the common law and bankruptcy paper harder than the other two. With the exception of the admiralty questions, the remaining paper was probably easier than the corresponding paper in the pass examination.

INCORPORATED LAW SOCIETY.

EXAMINATIONS IN THE YEAR 1887.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.

John Elliott Huxtable being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by the late Mr. John Scott, of Lincoln's-inn-fields.

Mr. Huxtable served his clerkship with Mr. Richard John Villiers, of London, and obtained the Clement's-inn and Daniel Reardon Prizes at the final examination held in November, 1887.

Broderip Prize.

John Elliott Huxtable having shewn himself best acquainted with the law of real property and the practice of conveyancing, having otherwise passed a satisfactory examination, and attained honorary distinction, the council have also awarded to him the prize, consisting of a gold medal, founded by the late Mr. Francis Broderip, of Lincoln's-inn.

LOCAL PRIZES.

Timpron Martin Prize for Candidates from Liverpool.

Ernest Wilson Pierce having, from among the candidates from Liverpool, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal founded by the late Mr. Timpron Martin, of Liverpool.

Mr. Pierce served his clerkship to Mr. Thomas Martin, of the firm of Messrs. T. Martin, Webb, & Hine, of Liverpool, and was placed in the second class at the final examination held in June, 1887.

Atkinson Prize for Candidates from Liverpool or Preston.

John James Rawsthorn having, from among the candidates from Liverpool or Preston, shewn himself best acquainted with the law of real property and the practice of conveyancing, having otherwise passed a satisfactory examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by the late Mr. John Atkinson, of Liverpool.

Mr. Rawsthorn served his clerkship with Mr. Joseph Briggs Dickson, of the firm of Messrs. Buck, Dickson, & Cockshott, of Preston and Southport, and was placed in the second class at the honours examination held in June, 1887.

Birmingham Law Society's Prize for Candidates from Birmingham.

The examiners reported that there was no one qualified to take this prize.

Stephen Heelis Prize for Candidates from Manchester or Salford.

Hugo Talbot having, from among the candidates from Manchester or Salford, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Talbot served his clerkship with Mr. William Henry Talbot, of Manchester, and Mr. Frank Rowley Parker, of London, and was placed in the second class at the final examination held in November, 1887.

Law Students' Debating Society.—Jan. 24.—Chairman—Mr. W. Van Sommer. The subject for discussion was, "That this society disapproves of any change in our fiscal policy in the direction of Fair Trade or Protection." The debate was opened by Mr. T. Walter Williams. The following members spoke:—Messrs. W. H. Brightman, J. D. Crawford, E. Heys Jones, R. D. Muir, T. Bateman Napier, A. C. Buckmaster, A. G. Davidson, Ernest Todd, G. A. Riddell, and Herbert Smith. The motion was carried.

"SUITORS' RELIEF."

The following is a copy of a Bill to Enable Suitors to have audience before Tribunals either in person or by Counsel or Solicitor, and to enable Counsel to practice as Solicitors and Solicitors as Counsel; and for other purposes.

Preamble.] Whereas by the arrangements at present in force in the Supreme Court of Judicature and before other tribunals, suitors for justice who are unable to appear and conduct their cases in person are not permitted to have audience except by counsel, and such counsel are not allowed to be instructed by the suitor except through his solicitor, and such solicitor is not allowed audience on behalf of his client, by which arrangements much needless expense and hindrance is caused to the suitors:

And whereas counsel are not at present responsible by law to the suitor for negligence or failure to perform the duties for which such counsel may have received fees, and on the other hand, counsel performing the duties for which they are retained are unable by law to recover their fees:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Suitors may appear by counsel or solicitor without employing both.*] Every suitor who is entitled to appear and have audience in person before any tribunal in the United Kingdom shall be entitled to have audience either by counsel or solicitor without being bound to employ both.

2. *Counsel may practice as solicitors and vice versâ.*] Counsel shall, in addition to the rights and privileges at present exercised by them, be entitled to practice [*sic*] in all respects as solicitors, and solicitors shall, in addition to the rights and privileges at present exercised by them, be entitled to practice [*sic*] in all respects as counsel.

3. *Counsel may recover their remuneration, and to be responsible for negligence.*] Counsel and solicitors acting as counsel by virtue of this Act shall be entitled to recover at law due remuneration for services performed by them from the person or persons by whom they are employed to perform them, and shall be responsible to such person or persons for failure to perform, or for negligence in performing any services which such counsel or solicitors shall have undertaken in like manner in all respects as if the arrangement between such counsel or solicitors and such person or persons for such services were an agreement between lay persons and had relation to other services than those of advocacy.

4. *Meaning of "counsel."*] The word "counsel" in this Act means and includes barristers-at-law and advocates.

TELEPHONE AND TELEGRAPH WIRES.

The following circular has been issued on this subject:—"41, Finsbury-circus, London, E.C., 20th January, 1888.—Dear Sir,—On the other half-sheet we hand you copies of resolutions passed at a preliminary meeting of solicitors and agents representing London estates, held at the Law Institution on Wednesday last, and have to inform you that it is proposed to hold a further meeting at the same place on Friday, the 3rd February, at two o'clock, which it is hoped you will be able to attend. In the event of your being unable to be present, you will, perhaps, kindly communicate to us your views upon the proposed movement.—We are, dear sir, yours faithfully, Janson, Cobb, Pearson, & Co."

Resolutions passed at a preliminary meeting of solicitors and agents representing owners and lessees of property in or near London, convened for the purpose of considering the Bill in Parliament recently deposited by the United Telephone Company (Limited), and held at the Law Institution on Wednesday, the 18th day of January, 1888:—

Present—Mr. Janson (in the chair); Mr. Bailey (Baileys, Shaw, & Gillett); Mr. Beachcroft; Mr. R. Bingham (Sutton Estate); Mr. Debenham (Salters' Hall); Sir R. Nicholson; Messrs. Wainewright & Pennington.

It was proposed by Mr. Bailey and seconded by Sir R. Nicholson and resolved—That Messrs. Janson & Co. be requested and instructed to take charge of an opposition to the Bill on the part of the owners and lessees of property in London. That a committee of seven be appointed to watch the progress of the Bill through Parliament, and to procure, if possible, the insertion in the Bill of such clauses and amendments as may be considered desirable in the interests of owners, lessees, tenants, or occupiers of houses in the Metropolis. That the committee be consulted from time to time by Messrs. Janson & Co. in their opposition to the Bill.

It was proposed by Sir R. Nicholson, and seconded by Mr. Beachcroft and resolved—That the foregoing resolutions be largely circulated amongst solicitors and agents representing London estates, and that they be invited to concur in them; and that subsequently a meeting of those interested be convened prior to the opening of Parliament in order to the appointment of a committee.

LEGAL NEWS.

OBITUARY.

Mr. Charles Bettesworth Hellard, solicitor, of Portsmouth, died at Portsmouth on the 11th inst., at the age of eighty. Mr. Hellard was born in 1807. He was admitted a solicitor in 1828, and he had practised for nearly sixty years at Portsmouth. He was formerly a member of the firm of Callaway & Hellard, and he had been for many years in partnership with Mr. Alexander Hellard, the present town clerk of Portsmouth. He had an extensive practice, and had filled some important posts, having been clerk to the county magistrates and to the Portsmouth Improvement Commissioners, clerk, registrar, and solicitor to the Portsmouth Burial Board, and Clerk to the Waterloo and Farlington School Boards. Mr. Hellard was a perpetual commissioner for Hampshire. He was elected a town councillor for St. Thomas's Ward in 1856, and he was Mayor of Portsmouth in 1860. He was for about twelve years an alderman, and he was a magistrate for the borough. Mr. Hellard was buried on the 14th inst.

Mr. John Edward Wallis, barrister, English Judge of the International Court of First Instance at Alexandria, died at Cairo on the 12th inst. in his seventy-third year. Mr. Wallis was the eldest son of Mr. Edward Wallis. He was born in 1815, and he was called to the bar at the Inner Temple in Hilary Term, 1847. He was for many years in the Consular service. He was British Consul at Port Said from 1879 till 1882, when he was appointed an English judge of the International Court of First Instance at Alexandria, which office he held until his death. Mr. Wallis was married in 1859 to the only daughter of Mr. Robert Power, of Gartnamena, Galway.

Mr. Frederick John Reed, solicitor, late of 18, Gresham-street, died a few days ago at his residence, Hassness, Buttermere, Cumberland, at the age of 80. Mr. Reed was born in 1807. He was admitted a solicitor about the year 1829, and he practised for over thirty years in the City of London. He was for a long time the head of the firm of Reed, Phelps, & Sedgwick, of Gresham-street, being in partnership with Mr. Thomas Phelps and Mr. Edward Sedgwick. He had an extensive mercantile business, especially in the Court of Bankruptcy. Mr. Reed retired from practice about twenty years ago. He was a magistrate and deputy lieutenant for Cumberland, and he was high sheriff of that county in 1878.

Mr. Alexander Gordon, barrister, a stipendiary magistrate for the colony of British Guiana, died on the 9th inst. Mr. Gordon was the second son of Mr. William Gordon, and was born in 1850. He was educated at Trinity Hall, Cambridge, where he graduated as a senior optime in 1872. He was called to the bar at Lincoln's-inn in November, 1876. He formerly practised in the Chancery Division, and he was for several years a very efficient member of the staff of the Weekly Reporter. Mr. Gordon was only a few months ago appointed a stipendiary magistrate in British Guiana. He was married in 1877 to the second daughter of the Rev. Robert Tabor.

APPOINTMENTS.

Mr. Charles Archer Cook, barrister, has been appointed, under the provisions of the Charitable Trusts Act, 1887, an Assistant Charity Commissioner. He was called to the bar in 1873, and has been editor of the Weekly Reporter since June, 1880.

Mr. Alfred Collingwood Lee, solicitor, of Cheshunt, has been appointed Clerk to the Cheshunt Local Broad.

Mr. Joseph Hanson Craik, solicitor, of Batley, has been appointed Town Clerk of that borough, in succession to the late Mr. John Arthur Deane.

Mr. Henry Green, solicitor, of Howden and Goole, has been appointed Clerk to the Howden Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendant-Registrar for the District of Howden. Mr. Green was admitted a solicitor in 1867.

Mr. Hugh Shield, Q.C., has been elected Treasurer of Gray's-inn for the ensuing year.

Mr. Arthur Henry Hebbert, solicitor, of Birmingham, has been appointed Clerk to the Magistrates for the Smethwick Division of Staffordshire, in succession to his father, the late Mr. John Benbow Hebbert. Mr. A. H. Hebbert was admitted a solicitor in 1876.

Mr. William Shakespeare, solicitor, of Birmingham, Smethwick, and Oldbury, has been appointed Clerk to the Magistrates for the West Bromwich Division of Staffordshire, in succession to the late Mr. John Benbow Hebbert. Mr. Shakespeare was admitted a solicitor in 1860.

Mr. William Vincent Kane, barrister, has been appointed a Judge of the Niger Territory. Mr. Kane was called to the bar in Ireland in 1879. He is a member of the North-East Circuit.

Mr. John Rankine, advocate, has been elected Professor of Scotch Law in the University of Edinburgh.

Mr. William Rann Kennedy, Q.C., has been elected a bencher of Lincoln's-inn.

Mr. John Shiress Will, Q.C., M.P., has been elected a Bencher of the Middle Temple.

Mr. E. W. Nunn, solicitor, of No. 27, Gracechurch-street, London, has been appointed a Commissioner to administer Oaths in the Courts of Ontario and Nova Scotia, in the Dominion of Canada.

Mr. Beaufoi Moore, solicitor, of Mitre-court Chambers, Temple, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Frederic Edward Hillbary and John Granville Lavard, solicitors (Hillearys & Layard), 5, Fenchurch-buildings, London. Jan. 1.

Francis Hollingworth and Francis George Monkland, solicitors, 19, Gresham-street, London. Jan. 23.

[*Gazette*, Jan. 24.

GENERAL.

Mr. Hemming, Q.C., has resigned the office of counsel for Cambridge University.

It is stated that Mr. John Freeman, second class clerk in Mr. Justice Chitty's chambers, has been promoted to be a first class clerk.

Mr. Montague Cookson, Q.C., who has succeeded under the will of the late Mr. Crackanthorpe, of Newbiggin-hall, Westmoreland, to the mansion and estates of the deceased, has assumed the surname of Crackanthorpe in addition to that of Cookson.

At a recent sale at the Mart by Messrs. Debenham, Tewson, Farmer, & Bridgewater, the following properties obtained considerable attention, and after good competition were sold: £300 a year freehold ground-rent on No. 1, Great Tower-street, City, with reversion to rack rent in 55 years, realized £9,700, equal to 32½ years' purchase; eight lots of ground-rents, amounting to £748 per annum, secured upon shops and dwelling-houses at Holloway, with reversion in 1962 and 1963, realized £20,500, being an average of nearly 27½ years' purchase.

The *Bradford Observer* states that a claim was recently made to property in Bradford and district exceeding £500,000 in value, on behalf of a syndicate of persons interested, who have subscribed a large indemnity fund to bring actions against all persons holding any of the land claimed to belong to the late Mr. James Priestley, of Shelf. The litigation respecting it had advanced a stage by Mr. John Priestley recovering possession of the Shelf Hall Farm under a judgment in ejectment. The Sheriff of Yorkshire attended to put the heir-at-law in possession under an order of the High Court of Justice, and the ceremony of delivering a green sod as seisin was gone through. The sod was received by Mr. J. Ellis on behalf of the Priestley syndicate. Immediately after possession of the farm was obtained steps were taken on behalf of Mr. N. Cautley to recover the estate, and on Friday week an order was made in the Queen's Bench Division that the judgment previously given should be set aside for irregularity, and that Mr. Cautley should at once be reinstated in possession of the premises. It was also ordered that a writ of possession should be issued, and that the Sheriff of Yorkshire should give possession to Mr. Cautley. The writ was issued and lodged with the sheriff, who sent his warrant to his officer in Bradford, and on Saturday morning the property at Shelf was received on behalf of Mr. Cautley. The same ceremony was gone through as on the previous occasion, and a green sod was given to one of the gentlemen who received the farm on behalf of Mr. Cautley. Possession of the house and farm buildings was given by means of a key.

Mr. G. B. Gregory, writing to the *Times* on the amalgamation question, says, "I now come to deal with actual litigation, in which it is proposed that the client should go direct to the advocate, instruct him personally in his case, and afford him all the necessary particulars for the conduct of it in court. Are those who suggest this aware of what has to be done out of court before a case comes on for trial—the statement of the case and the answer to it, the documents which have to be called for and perused, the accounts which have to be examined, and, above all, the witnesses who have to be seen and whose depositions have to be taken, often under circumstances of great difficulty? It may be said that this could be done by a junior counsel or some other assistant of the leader. My answer is, a junior counsel worth having is almost as much engaged as his leader, that whoever did it would have to be paid for it, and that any such assistant to the advocate as is contemplated would be the solicitor *mutato nomine*. It may be said that these difficulties do not occur in the United States or the colonies, where the advocate is one of a firm of solicitors; I believe that substantially there is not much difference in the operations of their system and ours, that practically counsel and solicitors are engaged in a case, and, according to my experience, certainly not at a less cost in the United States than here. . . . Lastly, allow me to point out an advantage of our present system, of which I dare say many another solicitor has been frequently sensible. A client comes to them under a deep sense of wrong or injury, labouring under strong feelings in which he naturally expects his old adviser—it may be his old friend—to participate. The solicitor sees the question has two sides to it, that his client is substantially in the wrong or has little to gain by litigation; the client is surprised and annoyed, and believes his adviser is inclined against him. It is then that the latter has the advantage of bringing to bear the opinion of some counsel well known and whom his client must respect, the judgment of an impartial mind trained to deal with such a case as is presented to it. I venture to say that many a solicitor could tell of litigation prevented and angry feelings subdued by such a step as this."

We have frequently referred in these columns to the fallaciousness of evidence of personal identity. A remarkable illustration of this has been chronicled this week. On Monday week the East Surrey Coroner held an inquest on the body of a woman who had been found dead in bed at a common lodging-house. Previous to her death, the deceased woman had informed a fellow-lodger that her name was Eliza Gorham, and that her solicitor's name was a Mr. Mayo. At the inquest Mr. Mayo, jun., and a sister of Eliza Gorham, positively identified her as Eliza Gorham, whose husband had obtained a decree *nisi* in the Divorce Court in December last. On the other hand, Mr. Gorham, the husband of Eliza Gorham, was as equally positive that the woman was not his wife, and Mr. Mayo, sen., and Eliza Gorham's mother and brother also failed to identify her. The matter became more complicated when it appeared that Eliza Gorham had an old cut scar at the back of her head and a piece off one of her lower teeth, and the woman who laid the body out swore that the deceased woman had such a scar on the head, and there was also a piece off one of the lower teeth. It further appeared that Mrs. Gorham was given to habits of intemperance, as also was the deceased woman. Eventually the case was taken as that of a woman unknown, and a verdict of death from an affection of the heart brought on by drink was returned. In consequence of the publicity of the proceedings at the coroner's inquiry and the description given of the dead woman, a Mr. Frederick Ralph Fussell, an artist, of Mablethorpe, Louth, Lincolnshire, who is instituting divorce proceedings against his wife Elizabeth, aged forty-five years, and which cause is in the list for hearing next week, came to London, and, having consulted with his London solicitor, the two repaired to Ewer-street Mortuary to view the body of the woman lying there dead, and, having done so, they both immediately identified her as Elizabeth Fussell, as well as recognized her clothing.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., Jan. 30	Mr. Leach	Mr. Carrington	Mr. Beal	Mr. Pugh
Tuesday ... 31	Beal	Jackson	Leach	Lavie
Wed., Feb. 1	Godfrey	Carrington	Beal	Pugh
Thursday.. 2	Rolt	Jackson	Leach	Lavie
Friday 3	Ward	Carrington	Beal	Pugh
Saturday... 4	Pemberton	Jackson	Leach	Lavie

Date.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, January 30	Mr. Pemberton	Mr. Clowes	Mr. Rolt
Tuesday 31	Ward	Koe	Godfrey
Wednesday, Feb. 1	Pemberton	Clowes	Rolt
Thursday..... 2	Ward	Koe	Godfrey
Friday 3	Pemberton	Clowes	Rolt
Saturday 4	Ward	Koe	Godfrey

WINDING UP NOTICES.

London Gazette.—Friday, Jan 20.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alfred Slatter & Co, Limited.—Kay, J., has fixed Monday, Jan 30, at 12, at his chambers, for the appointment of an official liquidator

Thames Shipping Co, Limited.—By an order made by North, J., dated Jan 14, it was ordered that the company be wound up. Attenborough, New inn, solor for petner

Willis's Rooms, Limited.—Petn for winding up, presented Jan 19, directed to be heard before Chitty, J., on Jan 28. Griffith, Old Serjeant's inn, Chancery lane, solor for petner

County Palatine of Lancaster.
Limited in Chancery.

National Condensed Milk Co, Limited.—By an order made by the Vice-Chancellor dated Jan 11, it was ordered that the company be wound up. Hulme & Co, Manchester, solors for petners

London Gazette.—Tuesday, Jan. 24.

JOINT STOCK COMPANIES.

Limited in Chancery.

A. Jones & Co, Limited.—By an order by Chitty, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Thomas & Hicks, Cannon st, solors for petner

Dudley, Sedgley, and Wolverhampton Tramways Co, Limited.—Stirling, J., has fixed Feb 1, at 12, at his chambers, for the appointment of an official liquidator

General Auction, Estate, and Monetary Co, Limited.—Stirling, J., has, by an order, dated Dec 21, appointed John Young to be official liquidator

Falkland Islands Meat Co, Limited.—By an order made by Chitty, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Druces & Attlee, Billiter sq, solors for petners

Ffrochneol Colliery and Brick Co, Limited.—By an order made by Kay, J., dated Jan 14, it was ordered that the company be wound up. Pritchard & Co, Little Trinity lane, agents for Leigh, Manchester, solor for petner

Harbinger (Swansea) Steam Ship Co, Limited.—By an order made by Chitty, J., dated Jan 14, it was ordered that the company be wound up. Law & Worssam, Holborn Viaduct, agents for Square & Co, Plymouth, solors for petner

HINCKLEY BOOT AND SHOE MANUFACTURING CO, LIMITED.—By an order made by Chitty, J., dated Jan 14, it was by consent ordered that the company be wound up. Burn & Berridge, Pancras lane, agents for Kidney, Leicester, solor for petner

LIVERPOOL COOL AIR DRYING CO (JENNING'S PATENT), LIMITED.—Petn for winding up, presented Jan 20, directed to be heard before Chitty, J., on Feb 4. Kimber, Lombard st, solor for petner

NEW TEMPLE NORMANTON COAL AND COKE CO, LIMITED.—By an order made by Kay, J., dated Jan 14, it was ordered that the company be wound up. Stevens & Co, Bedford row, solors for petner

NEW ISLE OF MAN STEAM NAVIGATION CO, LIMITED.—Petn for winding up, presented Jan 21, directed to be heard before Kekewich, J, on Saturday, Feb 4. Field & Co, Lincoln's inn fields, agents for Thornley & Cameron, Liverpool, solors for petner

PATENT CABLE TRAMWAYS CORPORATION, LIMITED.—By an order made by Chitty, J, dated Jan 14, it was ordered that the corporation be wound up. Ashurst & Co, Old Jewry, solors for petner

QUEENSLAND MERCANTILE AND AGENCY CO, LIMITED.—By an order made by North, J, dated Jan 14, it was ordered that the company be wound up. Flower & Nussey, Gt Winchester st, solors for petners

UNLIMITED IN CHANCERY.

MERSEY RAILWAY CO.—All creditors are required, on or before Feb 17, to send by post to Messrs. Deacon & Co, 4, St Mary Axe, their Christian and surnames, addresses, and descriptions, with full particulars of their claims. Every creditor holding any security is to produce the same before Stirling, J., at his chambers, on Wednesday, Feb 29, at 12

FRIENDLY SOCIETIES DISSOLVED.

BROADHEMBURY FEMALE FRIENDLY SOCIETY, Red Lion Inn, Broadhembury, Devon. Jan 17

IMPROVED ORDER OF HEARTS OF OAK, LODGE 1, FRIENDLY SOCIETY, Workman's Hall, Stratford, Essex. Jan 18

SUNFLOWER LODGE, 701, UNITED FREE GARDENERS' SOCIETY, King's Arms, Hyde, Chester. Jan 20

PORTSMOUTH SUPPLY ASSOCIATION, LIMITED, 163, Lake rd, Landport, Portsmouth. Jan 19

SUSPENDED FOR THREE MONTHS.

GENERAL FUNERAL SOCIETY, Belle vue Inn, Tideswell, Sheffield. Jan 19

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 13.

BARTTER, SARAH PARKS, Oriel gdns, King's rd, Norbiton. Feb 23. Wheatly & Son, New inn

BASSETT, GEORGE DUBOIS, Tavistock st, Bedford. Feb 22. Pocock, Basinghall st

BLAXLEY, LUCY, Stoke Albany, Northampton. Feb 10. Nicholson, Market Harborough

BOW, ANN, Halstock, Dorset. Feb 20. H S & S Watts, Yeovil

CHARLETON, ELIZABETH, West parade, Newcastle upon Tyne. March 1. Shallett Jno Dale, North Shields

CHRISTIAN, EDWARD, Ipswich, Doctor of Philosophy. March 6. Elliston, Ipswich

CLAYTON, LUCY SYMPSON, Church side, Macclesfield. Feb 29. Mair & Blunt, Macclesfield

COOKE, FREDERICK, Bideford, Devon, Esq. Jan 31. W & T Ffooks, Sherborne

COOPER, JAMES, Elizabeth st, Cheetham within Manchester, Flax Waste Merchant. Feb 13. Sale & Co, Manchester

ELMSLEY, MARIA ANN, Redesdale st, Chelsea. Feb 29. Young, Jones, & Co, St Mildred's ct

FALLOWS, WILLIAM EDWARD, Birmingham, Solicitor. March 1. Buller & Co, Birmingham

FARMER, MARTHA, Richmond hill, Cheadle, Chester. Feb 29. Stone, King, & Co, Bath

FIELD, GEORGE HENRY, High st, Ponders End, Market Gardener. Feb 13. Wells, Paternoster row

FOOT, JAMES ABRAHAM, Prince's villas, Amyand pk rd, Twickenham, Gent. March 1. Gush & Co, Finsbury circus

GRAVENOR, LLEWELYN PHINEAS FISHER GRIFFITH, Georgetown, Tredegar, Mon, Gent. Feb 11. Shepard, Tredegar

GWYN, HERBERT LIONEL, St Aubyn's, Hove, Sussex, Lieut Colonel in Royal Artillery. Feb 3. Fosters & Burroughes, Norwich

HARBORD, RICHARD BYGRAVE, South Walsham St Mary, Norfolk. Feb 13. Bignold, Norwich

HAWKES, LUCY ELIZABETH, Saville villa, Weston super Mare. March 1. H S & S Watts, Yeovil

HEALE, THEOPHILUS, Grosvenor Hotel, Buckingham Palace rd. April 6. Gamlen & Co, Gray's inn sq

HOLMAN, GEORGE, Nelson Arms Tavern, Merton, Licensed Victualler. Feb 18. Suttery, Moorgate st

KEARSLEY, STANLEY BARTON, Wilmslow rd, Rusholme, nr Manchester. Feb 29. Wood & Co, Manchester

MITCHELL, JAMES, Stoke next Guildford, Brickmaker. Feb 20. Potter & Crundwell, Farnham

MITCHELL, JOHN, Lytham, Lancaster, Merchant. Feb 29. Darbishire & Tatham, Manchester

NASH, ISAAC, Clent, Worcestershire, Scythe Manufacturer. Feb 13. Harwards & Co, Stourbridge

PARKER, JANE, Addey st, Sheffield. March 1. Taylor, Sheffield

PRATT, MARY MULLINGTON, Little Tew, Oxford. Feb 1. Coggins, Deddington

SAMPSON, JOHN, York, Bookseller. March 1. Gebb, York

SHAW, HENRIETTA, Park rd, St Leonard's on Sea. Feb 27. Hicks & Son, Gray's inn sq

STEBBING, ANN, Hillside rd, Stamford Hill. Feb 13. Moodie & Mills, Basinghall st

STEELE, RICHARD, Holland grove, Brixton, Gent. Feb 20. H. J. & T. Child, Paul's Bakehouse ct, Doctors' commons

THRING, Rev EDWARD, Uppingham, Rutland. Feb 29. Miller & Co, Salters' hall court

VINALL, ALFRED, Horsham, Wheelwright. March 1. Medwin & Co, Horsham

WARING, CHARLES, Grosvenor sq, Esq. March 26. Cope & Co, Gt George st

WATERS, GEORGE, Boulevard des Italiens, Paris, Railway Goods Agent. Feb 13. Shaw & Tremellen, Gray's inn sq

WEEKS, STEPHEN, Ludgershall, Wilts, Innkeeper. Feb 11. Footner & Son, Andover

WITHERS, AARON, otherwise BOND, Thurlbeer, Somerset, Blacksmith. March 7. Channing, Taunton

WRIGHT, WILLIAM, Shaston St James, Dorset, Yeoman. March 12. Burridge, Shaftesbury

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 20.

RECEIVING ORDERS.

ALBERY, JOHN BARROWCLIFF, Pembury, Kent, Accountant. Tunbridge Wells. Pet Jan 14. Ord Jan 14

ALDERSON, GEORGE, West Hartlepool, Superintendent of Works. Sunderland. Pet Jan 17. Ord Jan 17

APPLEBY, CHARLES, Coventry, Pork Butcher. Coventry. Pet Jan 16. Ord Jan 16

BALDWIN, JAMES JOSEPH, Dixon st, Limehouse, Rag Merchants. High Court. Pet Dec 5. Ord Jan 17

BOARDMAN, HENRY, Hitchin, China Dealer. Luton. Pet Jan 18. Ord Jan 18

BRADLEY, HENRY NEWTON, Birmingham, Grocer. Birmingham. Pet Jan 14. Ord Jan 18

BUCKBY, GEORGE WILLIAM, Kettering, Cabinet Maker. Northampton. Pet Jan 18. Ord Jan 18

CHAPMAN, CHARLES HENRY, Welford place and King st, Leicester, Grocer. Leicester. Pet Jan 5. Ord Jan 17

CHILVERS, JAMES, and HORACE CHILVERS, Halesworth, Suffolk, Poultry Appliance Manufacturers. Great Yarmouth. Pet Jan 3. Ord Jan 16

COLEY, JAMES, Heath Town, Staffordshire, Lock Manufacturer. Wolverhampton. Pet Dec 19. Ord Jan 17

COOK, JOHN, jun, Hindley, Lancashire, Corn Merchant. Wigan. Pet Dec 28. Ord Jan 17

DAVEY, JOHN, Barnstaple, Builder. Barnstaple. Pet Jan 2. Ord Jan 16

EDRIDGE, WILLIAM, Enfield Highway, Butcher. Edmonton. Pet Dec 19. Ord Jan 14

FARROW, FRANK, Bridgwater, Innkeeper. Bridgwater. Pet Jan 18. Ord Jan 18

FORD, JOHN, Ashborne, Derbyshire, Farm Labourer. Burton on Trent. Pet Jan 18. Ord Jan 18

FRANCE, JOSEPH, Wigan, out of business. Wigan. Pet Dec 30. Ord Jan 17

FREEDMAN, SOLOMON, Bell lane, Spitalfields, Glass Cutter. High Court. Pet Jan 16. Ord Jan 16

GABRIEL, HENRY, Cefnmawr, nr Ruabon, Denbigh, Blacksmith. Wrexham. Pet Jan 16. Ord Jan 16

GEARING, WILLIAM HUGH, Kirkley, Suffolk, Smack Owner. Gt Yarmouth. Pet Jan 18. Ord Jan 18

GILCHRIST, JAMES, St Bartholomew rd, Camden rd, Accountant. High Court. Pet Jan 4. Ord Jan 18

GRAHAM, ANNIE, Bradford, Grocer. Bradford. Pet Jan 18. Ord Jan 18

GREENBURY, ROBERT, Scarborough, Fruiterer. Scarborough. Pet Jan 18. Ord Jan 18

HART, JAMES W, Nassau st, Soho, Shirt Maker. High Court. Pet Dec 30. Ord Jan 18

HELLIER, ARTHUR FREDERICK, Bradmore, Stafford, Cattle Food Manufacturer. Wolverhampton. Pet Jan 16. Ord Jan 16

HICKLING, JOHN, Crowland, Lincs, Farmer. Peterborough. Pet Jan 17. Ord Jan 17

HILL, GEORGE HENRY, Winchester st, Pentonville, Builder. High Court. Pet Jan 18. Ord Jan 18

HOWELLS, THOMAS, Dowlais, Grocer. Merthyr Tydfil. Pet Jan 17. Ord Jan 17

HULL, JAMES, Bedford, Baker. Bedford. Pet Jan 17. Ord Jan 17

INGLEBY, WILLIS, Burneston, nr Bedale, Yorks, Innkeeper. Northallerton. Pet Jan 17. Ord Jan 17

JOWETT, BENJAMIN, Leeds, Advertising Contractor. Leeds. Pet Jan 17. Ord Jan 17

JOWETT, WILLIAM JOHNSON, Leeds, Glass Writer. Leeds. Pet Jan 17. Ord Jan 17

LATHAM, JAMES, Wigan, Provision Dealer. Wigan. Pet Jan 17. Ord Jan 17

LEWIS, OWEN, and HUGH WILLIAMS, Liverpool, Builders. Liverpool. Pet Jan 17. Ord Jan 17

LOUGHTON, JOHN, sen, Birmingham, out of business. Birmingham. Pet Jan 18. Ord Jan 18

MALLABY, ARTHUR, Bradford, Boot Dealer. Bradford. Pet Jan 2. Ord Jan 16

MARSH, BEN GEORGE, Nailsea, Somerset, Licensed Victualler. Bristol. Pet Jan 17. Ord Jan 17

MCKOWN, WILLIAM AUGUSTUS, Fairfield, nr Liverpool, Assistant to Druggists' Sundryman. Liverpool. Pet Jan 17. Ord Jan 17

MONDAY, EDWARD STANDEN, Kidderminster, Baker. Kidderminster. Pet Jan 13. Ord Jan 13

NICHOLSON, SAMUEL, Manchester, Clerk. Salford. Pet Dec 28. Ord Jan 16

OGLE, ROBERT THOMAS, Kennythorpe, Yorks, Farmer. Scarborough. Pet Jan 18. Ord Jan 18

PRING, JOHN, and CHARLES PRING, Pontypridd, Builders. Pontypridd. Pet Jan 5. Ord Jan 14

RACE, FREDERIC ELIJAH, Bradford, Stuff Merchant. Bradford. Pet Jan 3. Ord Jan 16

ROBINS, CHARLES THOMAS, Shaftesbury, Dorsetshire, Solicitor. Salisbury. Pet Jan 17. Ord Jan 17

SHACKLETON, WILLIAM, Keighley, Yorks, Worsted Spinner. Bradford. Pet Jan 16. Ord Jan 16

SMITH, GEORGE STABLES, and THOMAS GEORGE JEPSON, Derby, Builders. Derby. Pet Jan 16. Ord Jan 16

SOARS, WILLIAM, Leicester, Builder. Leicester. Pet Jan 16. Ord Jan 16

SOUTHALL, JOHN, Derby, out of business. Derby. Pet Jan 16. Ord Jan 16

TAYLOR, GEORGE HERBERT, King's Lynn, Baker. King's Lynn. Pet Jan 17. Ord Jan 17

TURNER, THOMAS GARFITT, Sheffield, Joiner. Sheffield. Pet Jan 16. Ord Jan 16

VOLK, MAGNUS, Brighton, Electrical Engineer. Brighton. Pet Jan 17. Ord Jan 17

WILKES, JAMES, Tewkesbury, Greengrocer. Cheltenham. Pet Jan 16. Ord Jan 16

WILLIAMS, ISAAC, Denbigh, Clothier. Bangor. Pet Jan 16. Ord Jan 16

WILSON, THOMAS, Nottingham, Sinker Maker. Nottingham. Pet Jan 18. Ord Jan 18

FIRST MEETINGS.

ACKERMAN, HENRY, Bristol, Druggist. Jan 31 at 12.45. Gt Western Hotel, Paddington

ADDIS, ALBERT EDWARD, Staines rd, Hounslow, Builder. Jan 27 at 11. 16 Room, 30 and 31, St Swithin's lane

ALEXANDER, T, Bolingbroke rd, Wandsworth common. Jan 30 at 3. 109, Victoria st, Westminster

ALLERY, WILLIAM ADRIAN, Oxford st, Tailor. Jan 27 at 12. 33, Carey st, Lincoln's inn

APPLEBY, CHARLES, Coventry, Pork Butcher. Jan 28 at 10.30. Off Rec, 17, Hertford st, Coventry

BARRON, JAMES, Dewsbury, Yorks, Baker. Jan 30 at 3. Off Rec, Bank chbrs, Batley

BONEHILL, JOSEPH CHARLES, Warwick, Mason. Jan 28 at 10. Off Rec, 17, Hertford st, Coventry
BOUCHER, HENRY, Brighton, Billiard Table Keeper. Jan 27 at 12. Off Rec, 4, Pavilion bldgs, Brighton
BULPITT, GEORGE HENRY, sen, Southampton, Fish Salesman. Jan 31 at 11. Off Rec, East st, Southampton
CHAPMAN, CHARLES HENRY, Leicester, Grocer. Jan 31 at 3. 28, Friar lane, Leicester
CHILVERS, JAMES, and HORACE CHILVERS, Halesworth. Poultry Appliance Manufacturers. Jan 28 at 12.30. Off Rec, 8, King st, Norwich
COOK, JOHN, jun, Hindley, Lancashire, Corn Dealer. Jan 31 at 11. Wigan County Court
COX, FREDERICK, Wolverhampton, Mantle Manufacturer. Jan 28 at 11. Off Rec, St Peter's close, Wolverhampton
CURE, JOHN, Bishopston, Gloucestershire, Builder. Jan 30 at 1. Off Rec, Bank chbrs, Bristol
DAVEY, JOHN, Barnstaple, Builder. Jan 28 at 11.15. Off Rec, 9, Middle st, Taunton
DAVIES, ROBERT, Meiltyrne, Carnarvonshire, Draper. Jan 31 at 2. Off Rec, Crypt chbrs, Chester
DESGARDIN, LOUIS, Bristol, Jeweller. Jan 31 at 1.30. Great Western Hotel Paddington
DRAYTON, THOMAS, Liverpool, Grocer. Jan 31 at 2. Off Rec, 35, Victoria st, Liverpool
ELLIS, THOMAS, Hunmanby, Yorks, Farmer. Jan 27 at 11. Off Rec, 74, Newborough st, Scarborough
FRANCE, JOSEPH, Wigan, out of business. Jan 31 at 11.45. Wigan County Court
GREENBURY, ROBERT, Scarborough, Fruiterer. Feb 1 at 12. Off Rec, 74, Newborough st, Scarborough
HALL, WILLIAM EDMUND BRAND, King's Walden pk, Hitchin, Gent. Jan 27 at 12. Bankruptcy bldngs, Lincoln's inn
HARPER, CORNELIUS, Kingston upon Hull, Coal Dealer. Jan 27 at 11. Off Rec, Trinity House lane, Hull
HICKLING, JOHN, Crowland, Lincolnshire, Farmer. Feb 9 at 12. County Court, Peterborough
HULL, JAMES, Bedford, Baker. Feb 1 at 11. 8, St Paul's sq, Bedford
JEPSON, THOMAS GEORGE (sep estate), Derby, Builder. Jan 27 at 3.15. Off Rec, St James's chbrs, Derby
JEPSON, THOMAS GEORGE, and GEORGE STABLES SMITH, Derby, Builders. Jan 27 at 2.30. Off Rec, St James's chbrs, Derby
KIRBY, THOMAS KENDELL, Brighton, Fly Proprietor. Jan 27 at 12.30. Off Rec, 4, Pavilion bldgs, Brighton
LATHAM, JAMES, Wigan, Provision Dealer. Jan 31 at 3. Off Rec, Victoria st, Liverpool
MELCHER, ABRAHAM, Cardiff, Furniture Dealer. Jan 31 at 12. Off Rec, 29, Queen st, Cardiff
SMITH, GEORGE STABLES (separate estate), Derby, Builder. Jan 27 at 3.30. Off Rec, St James's chbrs, Derby
SOARS, WILLIAM, Leicester, Builder. Feb 1 at 12.30. 28, Friar lane, Leicester
SOUTHALL, JOHN, Derby, out of business. Jan 27 at 12. Off Rec, St James's chbrs, Derby
STRAFFORD, JOSEPH, and GEORGE HENRY STRAFFORD, Wath on Dearne, Yorks, Glass Bottle Manufacturers. Jan 30 at 3. Off Rec, Figtree lane, Sheffield
THOMPSON, JOSEPH, Norley, nr Frodsham, Cheshire, Innkeeper. Jan 27 at 11.30. Courthouse, Upper Bank st, Warrington
WARDROP, THOMAS, Wallington, Surrey, Gent. Jan 30 at 12. 109, Victoria st, Westminster
WILKES, JAMES, Tewkesbury, Greengrocer. Jan 28 at 4.30. Bell Hotel, Tewkesbury
WATSON, JOSEPH, Batley, Yorks, Cabinetmaker. Jan 30 at 4. Off Rec, Bank chbrs, Batley
WHEELER, EDWARD FRANCIS, Brackley, Northamptonshire, Furniture Dealer. Jan 30 at 11.30. 1, St Aldates, Oxford

ADJUDICATIONS.

ALDERSON, GEORGE, West Hartlepool, Superintendent of Works. Sunderland. Pet Jan 17. Ord Jan 17
BARRON, JAMES, Dewsbury, Baker. Dewsbury. Pet Jan 11. Ord Jan 18
BERGER, GUSTAV, Antil rd, Bow, Hairdresser. High Court. Pet Dec 13. Ord Jan 16
BOOTH, JOHN, Newport, Salop, Licensed Victualler. Stafford. Pet Jan 12. Ord Jan 18
BRICKBY, GEORGE WILLIAM, Kettering, Cabinet Maker. Northampton. Pet Jan 18. Ord Jan 18
BRIGGS, GEORGE, Cardiff, Confectioner. Cardiff. Pet Jan 12. Ord Jan 18
COOK, JOHN, the younger, Hindley, Lancashire, Corn Merchant. Wigan. Pet Dec 23. Ord Jan 17
COWELL, ISAAC, Rock Ferry, Cheshire, Baker. Birkenhead. Pet Jan 10. Ord Jan 16
COX, FREDERICK, Wolverhampton, Mantle Manufacturer. Wolverhampton. Pet Jan 11. Ord Jan 17
CURE, JOHN, Bishopston, Gloucestershire, Builder. Bristol. Pet Dec 29. Ord Jan 18
DESGARDIN, LOUIS, Bristol, Jeweller. Bristol. Pet Jan 14. Ord Jan 17
DICKINSON, ALFRED, Fleet st, Licensed Victualler. High Court. Pet Jan 13. Ord Jan 16
DRAYTON, THOMAS, Liverpool, Grocer. Liverpool. Pet Jan 11. Ord Jan 17
FARROW, FRANK, Bridgwater, Innkeeper. Bridgwater. Pet Jan 18. Ord Jan 18
FORD, JOHN, Ashborne, Derbyshire, Farm Labourer. Burton on Trent. Pet Jan 18. Ord Jan 18
FRANCE, JOSEPH, Wigan, out of business. Wigan. Pet Dec 30. Ord Jan 17
GABRIEL, HENRY, Cefnmawr, nr Ruabon, Denbighshire, Blacksmith. Wrexham. Pet Jan 16. Ord Jan 16
GEARING, WILLIAM HUGH, Kirkley, Suffolk, Smack Owner. Gt Yarmouth. Pet Jan 18. Ord Jan 18
GREENBURY, ROBERT, Scarborough, Yorks, Fruiterer. Scarborough. Pet Jan 18. Ord Jan 18
GROSSE, THOMAS JAMES, Norton, Derbyshire, Auctioneer. Sheffield. Pet Dec 28. Ord Jan 17
HAWLEY, JOHN HENRY, Winchcomb, Draper. Cheltenham. Pet Jan 5. Ord Jan 16
HICKLING, JOHN, Crowland, Lincolnshire, Farmer. Peterborough. Pet Jan 17. Ord Jan 17
HILL, GEORGE HENRY, Winchester st, Pentonville, Builder. High Court. Pet Jan 18. Ord Jan 18
HOWELLS, THOMAS, Cacharris Dowlais, Glamorganshire, Grocer. Merthyr Tydvil. Pet Jan 16. Ord Jan 17
HULL, JAMES, Bedford, Baker. Bedford. Pet Jan 11. Ord Jan 17
HUTCHINGS, ARTHUR BRICKWOOD, Stoke Damerel, Devon, Solicitor. East Stonehouse. Pet Dec 3. Ord Jan 16
INGLEBY, WILLIS, Burneston, nr Bedale, Yorks, Innkeeper. Northallerton. Pet Jan 17. Ord Jan 17
INGLES, ARTHUR, Worcester, Licensed Victualler. Worcester. Pet Jan 11. Ord Jan 17
JOWETT, BENJAMIN, Leeds, Advertising Contractor. Leeds. Pet Jan 17. Ord Jan 17
JOWETT, WILLIAM JOHNSON, Leeds, Sign Writer. Leeds. Pet Jan 17. Ord Jan 17
KEABLE, WILLIAM EDWARD, Great Yarmouth, Window Blind Manufacturer. Great Yarmouth. Pet Jan 10. Ord Jan 17
LANGE, E. L., Cannon st, Agent. High Court. Pet Sept 17. Ord Jan 18
LATHAM, JAMES, Wigan, Provision Dealer. Wigan. Pet Jan 17. Ord Jan 18
LATHAM, RICHARD, Coventry, Furniture Dealer. Coventry. Pet Jan 2. Ord Jan 18
MANLEY, MARK, St George's rd, Regent's pk, Builder. High Court. Pet Dec 21. Ord Jan 17
MCKOWN, WILLIAM AUGUSTUS, Fairfield, nr Liverpool, Assistant to Druggist's Sundryman. Liverpool. Pet Jan 17. Ord Jan 17
MONDAY, EDWARD STANDEN, Kidderminster, Baker. Kidderminster. Pet Jan 13. Ord Jan 13
MONTGOMERY, WILLIAM, Liverpool, Clothier's Manager. Liverpool. Pet Jan 6. Ord Jan 17
MUSGRAVE, JOHN WILLIAM, and SAMUEL MUSGRAVE, Leeds, Provision Merchants. Leeds. Pet Jan 11. Ord Jan 11
NEEDELL, JOHN HODDER, Park pl, St James's, Wine Merchant. High Court. Pet Nov 4. Ord Jan 13
NICHOLSON, SAMUEL, Manchester, Clerk. Salford. Pet Dec 21. Ord Jan 17
NODDER, JOHN, Devonport, Currier. East Stonehouse. Pet Jan 13. Ord Jan 16
OGLE, ROBERT THOMAS, Kennythorpe, Yorks, Farmer. Scarborough. Pet Jan 18. Ord Jan 18
PRING, JOHN, and CHARLES PRING, Pontypridd, Builders. Pontypridd. Pet Jan 5. Ord Jan 17
ROBERTS, GEORGE, and WILLIAM ROBERTS, Walde;rave rd, Hornsey, Builders. High Court. Pet Jan 6. Ord Jan 16
SHACKLETON, WILLIAM, Keighley, Yorks, Worsted Spinner. Bradford. Pet Jan 14. Ord Jan 16
SILVER, MEYER, and BERNARD JACOBSON, Manchester, Merchants. Manchester. Pet Nov 29. Ord Jan 18
SMITH, GEORGE STABLES, and THOMAS GEORGE JEPSON, Derby, Builders. Derby. Pet Jan 16. Ord Jan 16
SOUTHALL, JOHN, Derby, out of business. Derby. Pet Jan 16. Ord Jan 16
SWAN, WILLIAM FRANCIS, and JOHN CHARLES CLAY, Priory rd, St Ann's rd Tottenham, Builders. Edmonton. Pet Dec 13. Ord Jan 14
TRIM, H C, Southsea, Grocer. Portsmouth. Pet Dec 6. Ord Jan 14
VIETOR, ONNO E, Brackley st, Barbican, Stationer. High Court. Pet Nov 30. Ord Jan 18
WARDROP, THOMAS, Brightlands, Wallington, Gent. Croydon. Pet Oct 31. Ord Jan 14
WIGGINS, GEORGE, Southsea, Confectioner. Portsmouth. Pet Jan 11. Ord Jan 14
WILLIAMS, HENRY DENTON MONTAGUE, Hastings, Corn Merchant. Tunbridge Wells. Pet Dec 22. Ord Jan 18

London Gazette.—TUESDAY, Jan. 24.

RECEIVING ORDERS.

BALDWIN, EBENEZER, East Bergholt, Suffolk, Boot Maker. Ipswich. Pet Jan 17. Ord Jan 17
BENNETT, FREDERICK, Ludgate hill, Goods Warehouseman. High Court. Pet Jan 20. Ord Jan 20
BERTRAM, CHARLES, St Jacob's, Cornwall, Gent. East Stonehouse. Pet Jan 18. Ord Jan 20
CLEMENTS, WILLIAM HUGH, Bristol, Beerhouse Keeper. Bristol. Pet Jan 20. Ord Jan 20
CRESSEY, GEORGE, jun, New Malton, Yorks, Seedsman. Scarborough. Pet Jan 19. Ord Jan 19
DOUGHTY, WILLIAM HALL, Kingston upon Hull, Colour Manufacturer. Kingston upon Hull. Pet Jan 20. Ord Jan 20
DRURY, W. T., Folkestone, Boot Maker. Canterbury. Pet Jan 3. Ord Jan 20
EDMED, GEORGE, West Malling, Fruiterer. Maidstone. Pet Jan 21. Ord Jan 21
HAINES, JOB, and HENRY KIRBY TOMLINSON, Leicester, Curriers. Leicester. Pet Jan 19. Ord Jan 19
HEARD, THOMAS, Sheffield, Merchant. Sheffield. Pet Dec 31. Ord Jan 19
HENNESSEY, JOHN EDMUND, Paston, Norfolk, General Shop Keeper. Norwich. Pet Jan 21. Ord Jan 21
HILTON, WILLIAM, Whitefield, nr Manchester, Chemist. Bolton. Pet Jan 5. Ord Jan 19
HINGLEY, EBENEZER JAMES, Bradley, nr Bilston, Manager of Works. Wolverhampton. Pet Jan 19. Ord Jan 19
HORSLEY, SAMUEL, Liverpool, Licensed Victualler. Liverpool. Pet Jan 21. Ord Jan 21
JACOBS, LEWIS, Covent Garden Market, Fruit Salesman. High Court. Pet Jan 20. Ord Jan 20
JAMES, JAMES HENRY, and JOHN NOEBR, Kentish Town rd, Tailors. High Court. Pet Jan 19. Ord Jan 19
PATTINSON, JOHN, and JOSEPH PATTINSON, Carnforth, Lancs, Butchers. Preston. Pet Jan 20. Ord Jan 20
PERKINS, CHARLES, Rushden, Northampton, Shoe Manufacturer. Northampton. Pet Jan 7. Ord Jan 21
PRICE, JOSEPH, Cosgrove, Northampton, Publican. Northampton. Pet Jan 21. Ord Jan 21
ROBERTS, THOMAS, Braisby Wood Farm, nr Summerbridge, Yorks, Farmer. Northallerton. Pet Jan 19. Ord Jan 19
ROSS, ARCHIBALD ROBERT, St Paul's churchyard, Furrier. High Court. Pet Dec 28. Ord Jan 19
RUMMING, JAMES HENRY, Kingston upon Hull, Provision Dealer. Kingston upon Hull. Pet Jan 10. Ord Jan 20
SCARLETT, ESTHER, Penrith, Cumberland, Hawker. Carlisle. Pet Jan 21. Ord Jan 21
SCHOFIELD, WILLIAM, Wardle, nr Rochdale, Woollen Manufacturer. Oldham. Pet Jan 19. Ord Jan 19
SCOTHORN, JOSEPH, Billesden, Leicestershire, Farmer. Leicester. Pet Jan 20. Ord Jan 20
SELF, SIMPSON HELMS, Knaresborough, Gardener. York. Pet Jan 21. Ord Jan 21
SHAW, WILLIAM, Fulbeck, Lincolnshire, Ropier. Nottingham. Pet Jan 19. Ord Jan 19
SNOW, WILLIAM, Hanley, Staffs, Builder. Hanley, Burslem, and Tunstall. Pet Jan 5. Ord Jan 20
SPRAGUE, MARIANNE, Evesham, Worcestershire, Fancy Goods Dealer. Worcester. Pet Jan 20. Ord Jan 20
STRUGNELL, AMY, Lymington, Hants, Schoolmistress. Southampton. Pet Jan 20. Ord Jan 20
SUTCLIFFE, JAMES FIELDING, Halifax, out of business. Halifax. Pet Jan 16. Ord Jan 20
THORNBER, JOHN EDWARD, Halifax, Cask Dealer. Halifax. Pet Jan 19. Ord Jan 19
WALLER, ALFRED ROBERT, Lowestoft, Suffolk, Grocer. Great Yarmouth. Pet Jan 21. Ord Jan 21
WARD, SAMUEL EDWIN, Luton, Warehouseman. Luton. Pet Jan 20. Ord Jan 20

WATTS, HENRY, Daventry, Northamptonshire, Pork Butcher. Northampton Pet Jan 20. Ord Jan 20

WHITMEE, ALFRED, Bootle, Lancashire, Clerk. Luton. Pet Jan 19. Ord Jan 19

WILLIAMS, HENRY, Cardiff, Provision Dealer. Cardiff. Pet Jan 13. Ord Jan 13

WOODMAN, EDWIN, Marquess rd, Canonbury, Dentist. High Court. Pet Jan 3. Ord Jan 19

The following amended notice is substituted for that published in the London Gazette of Jan 6.

NORTH, ROGER ARCHIBALD PERCY, Aldershot, Sergeant 1st Royal Dragoons. Guildford and Godalming. Pet Jan 3. Ord Jan 3

FIRST MEETINGS.

ALBERY, JOHN BARROWCLIFF, Pembury, Kent, Accountant. Feb 1 at 3. Spencer & Reeves, Mount Pleasant, Tunbridge Wells

ANSCHEL, HERMAN, Newgate st, Agent. Jan 31 at 2.30. 33, Carey st, Lincoln's inn

BALDWIN, EBENEZER, East Bergholt, Suffolk, Boot Maker. Jan 31 at 12. Off Rec, 2, Westgate st, Ipswich

BASHI, EZEKIEL ABRAHAM, Manchester, Merchant. Feb 1 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

BLACKWELL, THOMAS, Enfield Highway, Cowkeeper. Jan 31 at 11. 16 Room, 30 and 31, St Swithin's lane

BURKE, THOMAS FITZMAURICE, Adelphi Hotel. Feb 3 at 11. 33, Carey st, Lincoln's inn

CADOGAN, CHARLES JOHN, Pontypridd, Commission Agent. Feb 1 at 12. Off Rec, Merthyr Tydfil

CLIFT, ALFRED, Maude grove, Brompton, Builder. Jan 31 at 12. 33, Carey st, Lincoln's inn

CLARE, ALFRED HENRY, Kingsland rd, Draper. Feb 3 at 2.30. Bankruptcy bldngs, Lincoln's inn

COTCHING, CHRISTOPHER, and WALTER WOODWARD, Wilson st, Finsbury, Merchants. Feb 3 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

DEACON, HENRY PELHAM, Willesden lane, Surgeon. Feb 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

DE VALHERMEY, Comte CHARLES MORRIS, Ladbrooke rd, Notting hill. Jan 31 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

EDMONDS, EDWIN, Wandsworth rd, Furniture Dealer. Feb 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

EGLETON, ROBERT TANNER, Montreal terr, Kilburn, Oilman. Feb 1 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

FARROW, FRANK, Bridgewater, Innkeeper. Jan 31 at 10.45. Bristol Arms Hotel, Bridgewater

FOORD, CLARA, and ELLEN PICKERSGILL, Hastings, Jewellers. Feb 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

FROST, FREDERICK WILLIAM, Union ct, Old Broad st, Builder. Feb 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

GABRIEL, HENRY, Cefnmawr, nr Ruabon, Denbighshire, Blacksmith. Feb 14 at 1.30. W. Wynn Evans, solor, High st, Wrexham

GLUCKSMANN, ALFRED, Whitechapel rd, Hosier. Jan 31 at 11. 33, Carey st, Lincoln's inn

GRAHAM, ANNIE, Bradford, Grocer. Feb 1 at 11. Off Rec, 31, Manor row, Bradford

HAINES, JOB, and HENRY KIRBY TOMLINSON, Leicester, Curriers. Feb 2 at 11.30. 28, Friar lane, Leicester

HELLIER, ARTHUR FREDERICK, Bilbrook, nr Wolverhampton, Cattle Food Manufacturer. Feb 4 at 12. Off Rec, St Peter's close, Wolverhampton

HILTON, WILLIAM, Whitefield, nr Manchester, Chemist. Feb 2 at 11.30. 16, Wood st, Bolton

HOARE, ARTHUR, Edenbridge, out of business. Feb 1 at 2. Spencer & Reeves, Mount Pleasant, Tunbridge Wells

HOOK, EDGAR MARSHALL, Mare st, Hackney, Poulterer. Feb 2 at 11. 33, Carey st, Lincoln's inn

HULSEKOPF, HERMANN, and RUDOLPH ISAAC MARSDEN, Seething lane, Merchants. Feb 2 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

INGLEBY, WILLIS, Burneston, nr Bedale, Yorks, Innkeeper. Feb 2 at 12. Off Rec, 8, Albert rd, Middlesborough

MACE, WILLIAM, Whitmore st, Hockley, out of business. Feb 2 at 11. 25, Colmore row, Birmingham

MALLABY, ARTHUR, Bradford, Boot Dealer. Jan 31 at 10.30. Off Rec, 31, Manor row, Bradford

MARR, DAVID, High Holborn, Surgical Instrument Maker. Feb 1 at 11. Bankruptcy bldngs, Lincoln's inn

MARSH, BEN GEORGE, Nailsea, Somersetshire, Licensed Victualler. Feb 7 at 3.15. Swan Hotel, Bradford, Wilts

MILNES, JOHN, Leeds, Restaurant Keeper. Feb 1 at 11. Off Rec, 22, Park row, Leeds

NICHOLSON, SAMUEL, Manchester, Clerk. Feb 1 at 12. Off Rec, Ogden's chbrs, Bridge st, Manchester

PATTISON, WILLIAM ADAM, Caledonian rd, Boot Salesman. Feb 1 at 11. 33, Carey st, Lincoln's inn

RACE, FREDERICK ELLIAH, Bradford, Stuff Merchant. Jan 31 at 11. Off Rec, 31, Manor row, Bradford

ROBERTS, GEORGE, and WILLIAM ROBERTS, Waldegrave rd, Hornsey, Builders. Feb 1 at 12. 33, Carey st, Lincoln's inn

ROBINS, CHARLES THOMAS, Shaftesbury, Solicitor. Jan 31 at 3. Off Rec, Salisbury

ROGERS, JOHN, Cardiff, Clerk. Jan 31 at 11.30. Off Rec, 29, Queen st, Cardiff

RUBINSTEIN, SAMUEL, Gt Grimsby, Cabinet Maker. Feb 1 at 12. Off Rec, 3, Haven st, Gt Grimsby

SAYER, GEORGE JOHN, Neal st, Long Acre. Jan 31 at 11. 33, Carey st, Lincoln's inn

SCARLETT, ESTHER, Penrith, Cumberland, Hawker. Feb 6 at 12.30. Off Rec, 34, Fisher st, Carlisle

SCHOFIELD, WILLIAM, Wardle, nr Rochdale, Woollen Manufacturer. Feb 2 at 3.30. Townhall, Rochdale

SCOTHORN, JOSEPH, Billesdon, Leicester, Farmer. Feb 3 at 12.30. 28, Friar lane, Leicester

SELF, SIMPSON HELMS, Knaresboro', Gardener. Feb 3 at 12. Off Rec, York

SHACKLETON, WILLIAM, Keighley, Yorks, Worsted Spinner. Feb 2 at 12. Off Rec, 31, Manor row, Bradford

SIMMONS, WILLIAM HUGHES, Woodford, Essex. Feb 2 at 12. 33, Carey st, Lincoln's inn

SMITH, EDWIN, Birmingham, Nut Manufacturer. Feb 1 at 11. 25, Colmore row, Birmingham

SMITH, SAMUEL, Leeds, Butter Factor. Feb 1 at 12. Off Rec, 22, Park row, Leeds

SPRAGUE, MARIANNE, Evesham, Worcester, Dealer in Fancy Goods. Feb 3 at 11.30. Off Rec, Worcester

STEDMAN, CHARLES, Bramley rd, Notting Hill, Licensed Victualler. Jan 31 at 12. 33, Carey st, Lincoln's inn

SUTCLIFFE, JAMES FIELDING, Halifax, out of business. Feb 1 at 11. Off Rec, Halifax

THORNBER, JOHN EDWARD, Halifax, Cask Dealer. Feb 1 at 11 30. Off Rec, Halifax

VICTOR, ONNO E, Brackley st, Barbican, Stationer. Feb 2 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields

WILLIAMS, ISAAC, Denbigh, Clothier. Feb 1 at 2. Off Rec, Crypt chmbrs, Chester

WILSON, THOMAS, Nottingham, Sinker Maker. Jan 31 at 11. Off Rec, 1, High pavement, Nottingham

The following amended notice is substituted for that published in the London Gazette of Jan 20.

DAVEY, JOHN, Barnstaple, Builder. Feb 1 at 11.15. Off Rec, 9, Middle st, Tannton

ADJUDICATIONS.

APPLEBY, CHARLES, Coventry, Pork Butcher. Coventry. Pet Jan 16. Ord Jan 19

BAILEY, JOSEPH, Brentor, Devonshire, Mine Proprietor. East Stonehouse. Pet Dec 20. Ord Jan 21

BALDWIN, EBENEZER, East Bergholt, Suffolk, Boot Maker. Ipswich. Pet Jan 17. Ord Jan 17

BONEHILL, JOSEPH CHARLES, Warwick, Mason. Warwick. Pet Jan 10. Ord Jan 19

BRADLEY, HENRY NEWTON, Birmingham, Grocer. Birmingham. Pet Jan 14. Ord Jan 20

BURDETT, WILLIAM, Guildford, Builder. Guildford and Godalming. Pet Nov 7. Ord Jan 19

CAMM, SARAH, residence not known, Widow. High Court. Pet Nov 24. Ord Jan 19

CHILVERS, JAMES, and HORACE CHILVERS, Norwich, Dog Appliance Manufacturer. Gt Yarmouth. Pet Jan 3. Ord Jan 19

COLEY, JAMES, Heath Town, Staffordshire, Lock Manufacturer. Wolverhampton. Pet Dec 19. Ord Jan 20

CRESSEY, GEORGE, the younger, New Malton, Yorks, Seedman. Scarborough. Pet Jan 19. Ord Jan 19

DAVIES, ROBERT, Mefiltyrne, Carnarvonshire, Draper. Bangor. Pet Dec 17. Ord Jan 20

FREEDMAN, SOLOMON, Bell lane, Spitalfields, Glass Cutter. High Court. Pet Jan 16. Ord Jan 21

HART, JAMES WILLIAM, Nassau st, Soho, Shirt Maker. High Court. Pet Dec 30. Ord Jan 21

HEADFORD, EDWARD, Maidstone, Hatter. Maidstone. Pet Jan 3. Ord Jan 17

HEATH, WILLIAM, the elder, Feckenham, Worcestershire, Needle Manufacturer. Birmingham. Pet Nov 2. Ord Jan 19

HILL, ALFRED GEORGE, East Stonehouse, Licensed Victualler. East Stonehouse. Pet Jan 2. Ord Jan 21

HILTOF, WILLIAM, Whitefield, nr Manchester, Chemist. Bolton. Pet Jan 5. Ord Jan 21

HUNTLEY, SAMUEL, Gateley rd, Stockwell rd, Brixton, no occupation. Canterbury. Pet Dec 21. Ord Jan 19

IVENS, JAMES, Warwick, Cabinet Maker. Warwick. Pet Jan 3. Ord Jan 20

JAMES, JAMES HENRY, and JOHN NORRR, Kentish Town rd, Tailors. High Court. Pet Jan 19. Ord Jan 21

JOHNS, WILLIAM HENRY, Plymouth, Baker's Assistant. East Stonehouse. Pet Jan 18. Ord Jan 20

LOUGHTON, JOHN, senr, Birmingham, out of business. Birmingham. Pet Jan 18. Ord Jan 20

MARSDEN, ALGERNON MOSES, Finborough rd, South Kensington, no occuprtion. High Court. Pet June 29. Ord Jan 19

MARSH, BEN GEORGE, Nailsea, Somerset, Licensed Victualler. Bristol. Pet Jan 17. Ord Jan 20

MARTIN, FREDERICK, Cardiff, Builder. Cardiff. Pet Dec 10. Ord Jan 21

PARKER, JOHN, Towcester, Northamptonshire, Ironmonger. Northampton. Pet Nov 26. Ord Jan 21

PATTINSON, JOHN, and JOSEPH PATTINSON, Carnforth, Lancs, Butchers. Preston. Pet Jan 20. Ord Jan 20

PENNEY, HENRY SIMMONDS, Ryde, I.W., Draper. Newport and Ryde. Pet Dec 24. Ord Jan 3

PRICE, JOSEPH, Cosgrove, Northamptonshire, Publican. Northampton. Pet Jan 21. Ord Jan 21

ROBERTS, THOMAS, Braisby Wood Farm, nr Summerbridge, Yorks, Farmer. Northallerton. Pet Jan 19. Ord Jan 19

ROBERTSON, THOMAS, Milford, nr Lymington, Farmer. Southampton. Pet Dec 28. Ord Jan 20

SCARLETT, ESTHER, Penrith, Hawker. Carlisle. Pet Jan 21. Ord Jan 21

SHAW, WILLIAM, Fulbeck, Lincolnshire, Ropier. Nottingham. Pet Jan 19. Ord Jan 21

SIMMONS, WILLIAM HUGHES, Woodford, Essex. High Court. Pet Dec 21. Ord Jan 21

SIMPSON, ANNIE, Scarborough. Scarborough. Pet Dec 15. Ord Jan 19

SUTCLIFFE, JAMES FIELDING, Halifax, out of business. Halifax. Pet Jan 16. Ord Jan 20

TAYLOR, GEORGE HERBERT, King's Lynn, Baker. King's Lynn. Pet Jan 17. Ord Jan 20

THORNBER, JOHN EDWARD, Halifax, Cask Dealer. Halifax. Pet Jan 19. Ord Jan 19

WALLIS, GEORGE SAMUEL, Bradford, Stuff Manufacturer. Bradford. Pet Jan 21. Ord Jan 21

WALLER, ALFRED ROBERT, Lowestoft, Grocer. Great Yarmouth. Pet Jan 21. Ord Jan 21

WARD, SAMUEL EDWIN, Luton, Warehouseman. Luton. Pet Jan 20. Ord Jan 21

WATTS, HENRY, Daventry, Northampton, Pork Butcher. Northampton. Pet Jan 20. Ord Jan 20

WHEELER, EDWARD FRANCIS, Brackley, Northampton, Furniture Dealer. Banbury. Pet Jan 9. Ord Jan 21

WILKES, JAMES, Tewkesbury, Greengrocer. Cheltenham. Pet Jan 14. Ord Jan 18

WILLIAMS, HENRY, Cardiff, Provision Dealer. Cardiff. Pet Jan 13. Ord Jan 13

WILLIAMS, ISAAC, Denbigh, Clothier. Bangor. Pet Jan 16. Ord Jan 20

WILSON, THOMAS, Nottingham, Sinker Maker. Nottingham. Pet Jan 18. Ord Jan 21

WOODMAN, EDWIN, Marquess rd, Canonbury, Dentist. High Court. Pet Jan 3. Ord Jan 21

The following amended notice is substituted for that published in the London Gazette of Jan. 20.

BUCKBY, GEORGE WILLIAM, Kettering, Cabinet Maker. Northampton. Pet Jan 18. Ord Jan 18

SALES OF ENSUING WEEK.

Jan 31.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Tokenhouse-yard, E.C., at 2 p.m., Leasehold Properties (see advertisement, Jan. 14, p. 4).

Jan 31.—Mr. NOTLEY, at the Mart, Tokenhouse-yard, E.C., Annuities (see advertisement, Jan. 21, p. 4).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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